

**GALVESTON COUNTY COMMISSIONERS COURT
GALVESTON COUNTY COURTHOUSE
722 MOODY (FIRST FLOOR) - GALVESTON
DECEMBER 13, 2011 – 1:00 P.M.**

CONSENT AGENDA: ALL ITEMS MARKED WITH A SINGLE ASTERISK (*) ARE PART OF THE CONSENT AGENDA AND REQUIRE NO DELIBERATION BY THE COMMISSIONERS COURT. ANY COMMISSIONERS' COURT MEMBER MAY REMOVE AN ITEM FROM THIS AGENDA TO BE CONSIDERED SEPARATELY. **APPEARANCES:** SHOULD ANYONE WISH TO ADDRESS THE COMMISSIONERS COURT ON A SPECIFIC ITEM, PLEASE ARRIVE PRIOR TO THE MEETING AND SIGN IN WITH THE COUNTY CLERK. COMMENTS ARE LIMITED TO 5 MINUTES.

REGULARLY SCHEDULED MEETING – AGENDA – 1:00 P.M.

Pledge of Allegiance and Invocation

- *1. Submitted by the County Auditor's Office:
 - a. Approval of Accounts Payable checks dated 12/13/11;
 - b. Orders for Payroll period ending 12/07/11 Bi-Weekly #25;
 - c. Internal review report of properties acquired through the Galveston County Hazard Mitigation Buyout Program for period covering 1/13/2010 – 11/1/2011;
 - d. Condensed condition of funds statement period ending 8/31/2011.
- *2. Consideration of Granting Authority to the County Judge to enter into an *Agreement with the City of Clear Lake Shores for the County Elections Division* to conduct the City's May 12, 2012 election and subsequent runoff election on June 23, 2012, if applicable.
- *3. Consideration of Granting Authority to the County Judge to enter into an *Agreement with the City of LaMarque for the County Elections Division* to conduct the City's May 12, 2012 election and subsequent runoff election on June 23, 2012, if applicable.
- *4. Consideration of Granting Authority to the County Judge to enter into an *Agreement with the City of League City for the County Elections Division* to conduct the City's May 12, 2012 election and subsequent runoff election on June 23, 2012, if applicable.
- *5. Receive and file *Annual Inspection of the Galveston County Juvenile Justice Center*.
- *6. Consideration to accept donation of used office equipment from Bob Lyons submitted by the purchasing agent.
- *7. Request for Approval of Refunds in Excess of \$2,500 submitted by the Tax Assessor and Collector.

- | <u>Account Number</u> | <u>Amount</u> | <u>Reason</u> |
|-----------------------|---------------|-------------------------|
| H6240-0002-0003-005 | \$3,010.07 | Supplemental Adjustment |
8. Consideration of Request to Approve Interlocal Tax Collection Agreements for the Cities of Friendswood and League City submitted by the Tax Assessor and Collector.
 9. Consideration to approve resolution and allocation of votes for Galveston Central Appraisal District Board of Directors.
 10. Consideration of an interlocal agreement between Galveston County and Harris County Flood Control District for the Mud Gully Regional Detention Basin Project submitted by the County Engineer.
 11. Consider recommending awarding contracts on the following RFP and Bid submitted by the Purchasing Agent:

Bid#B122002A Corrugated Polyethylene Pipe

RFP #B122001 Transportation of Dead Human Bodies

12. Consideration of Execution of a Jail Inmate Health Services Agreement with ConMed Healthcare Management, Inc. (“ConMed”) submitted by the County Purchasing Agent and County Legal.
13. Consideration of approval of Electronic Recording Memorandum of Understanding on behalf of County Clerk’s Office submitted by County Legal.
14. Update on Housing Department.

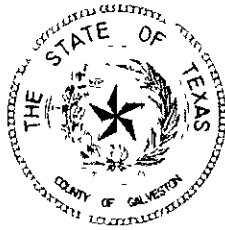
WORKSHOP AGENDA

1. Discussion on outlining final plan for ambulance service on Bolivar.
2. Presentation by Van Scoyoc Associates regarding Federal Advocacy Contract and lobbyist services.

AGENDA

ITEM

#1



THE COUNTY OF GALVESTON

COUNTY AUDITOR'S OFFICE

P O Box 1418

GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

First Assistant, IT Systems
LaToya Jordan

Honorable Judge Mark Henry
And Members of the Commissioners' Court
Galveston County Courthouse
Galveston, Texas

December 6, 2011

I hand you the following items for action at the meeting of Commissioners' Court on Tuesday,

Submitted by Cliff Billingsley, County Auditor

Approval of Accounts Payable checks dated 12/13/11

Orders for Payroll period ending 12/07/11 Bi-Weekly #25

Internal review report of properties acquired through the Galveston County Hazard Mitigation Buyout Program
for period covering 1/13/2010 – 11/1/2011

Condensed condition of funds statement period ending 8/31/2011

AGENDA

ITEM

#1a

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/13/2011

Invoice Number	Account Info	Amount
FUND: 1101 General Fund		
Warrant #: VW 00000317	Payee Name: BOB PAGAN FORD INC	
229675	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	733 46
229735	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	977 76
229776	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	54 08
229784	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	255 68
229787	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	600 52
229801	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	68 26
229807	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	522 19
Warrant Total:		3,211.95
Warrant #: VW 00000318	Payee Name: GALVESTON NEWSPAPERS INC	
13105364 113011	1101110000 - 5493102 General Government - Advertising Costs-Sheriff Sale	38,566 00
Warrant Total:		38,566.00
Warrant #: VW 00350399	Payee Name: ABL MANAGEMENT INC	
183292	1101211133 - 5481200 Sheriff-Corrections - Jail Food Service Contract	18,363 26
Warrant Total:		18,363.26
Warrant #: VW 00350401	Payee Name: ADOBE TITLE	
834500	1101000010 - 4414012 General Government - County Clerk Refund of Fees	20 00
Warrant Total:		20.00
Warrant #: VW 00350403	Payee Name: ALERT ALARM BURG AND FIRE PROT INC	
691450	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691456	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691509	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
691528	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691590	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691595	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691598	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691629	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691664	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	125 00
691684	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691702	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691732	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
691745	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
691777	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
691900	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
691901	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
691902	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
691908	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
692320	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
692353	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
692386	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
692404	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	130 00
692418	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	155 00
692454	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
692460	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100 00
692468	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
692469	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	75 00
692504	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	250 00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/13/2011

Invoice Number	Account Info	Amount
692513	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	85 00
692519	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	200 00
692527	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	255 00
692531	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
692536	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	120 00
692560	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	225 00
692566	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
692568	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	45 00
692582	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
692583	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	160 00
692595	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	100 00
692598	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	70 00
692603	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	110 00
692615	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	165 00
692650	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	150 00
692654	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
692660	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	230 00
692663	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
692697	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	240 00
692728	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	40 00
692757	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	50 00
692846	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	125 00
692862	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
692869	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
692896	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
692907	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
692988	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	10 00
Warrant Total:		5,070.00
Warrant #: VW 00350405	Payee Name: AMERICAN BARCODE AND RFID	
49782	1101211160 - 5310000 Training-Sheriff's Department - Supplies and Materials	518 10
Warrant Total:		518.10
Warrant #: VW 00350408	Payee Name: AMERIWASTE OF TEXAS LLC	
49475	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	74 27
49502	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	167 18
49564	1101170100 - 5481000 Facilities Srvs & Maintenance - Contract Service	167 18
Warrant Total:		408.63
Warrant #: VW 00350417	Payee Name: B.L. ALEXANDER ENTERPRISES INC	
8456	1101522020 - 5428000 Parks Department - Grounds Maintenance	465 00
Warrant Total:		465.00
Warrant #: VW 00350419	Payee Name: BARNETT, STEPHANIE B	
07CR0952 112311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR1966 111611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	136 50
11CR2321 102811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	91 00
311945 112211	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	123 50
312581 113011	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	344 50
Warrant Total:		890.50
Warrant #: VW 00350421	Payee Name: BASDEN, BART	
20117523CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8 00

Galveston County, Texas

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Invoice Number	Account Info	Amount
Warrant Total:		8.0
Warrant #: VW 00350431	Payee Name: BEHRANA, SONIA	
314159 110511	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	325.0
Warrant Total:		325.0
Warrant #: VW 00350433	Payee Name: BENNETT, JAMES M	
09CR3830 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	3,526.2
11CP0078 112811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	136.5
11CR1365 111711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	297.5
Warrant Total:		3,960.2
Warrant #: VW 00350434	Payee Name: BETTISON, DENNIS R.	
20117325CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	23.01
Warrant Total:		23.01
Warrant #: VW 00350437	Payee Name: BILL III, ALEX	
314554 120111	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	195.01
Warrant Total:		195.01
Warrant #: VW 00350438	Payee Name: BLEYL, AMY RUTH WILSON	
305003 120211	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	162.50
Warrant Total:		162.50
Warrant #: VW 00350440	Payee Name: BROOKSIDE EQUIP SALES INC	
IL27736	1101170100 - 5423000 Facilities Svcs & Maintenance - Maint/Repairs Equipment	167.15
Warrant Total:		167.15
Warrant #: VW 00350442	Payee Name: BROWN, ADAM BANKS	
10CR0860 111411	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	3,724.50
10CR2050 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422.50
Warrant Total:		4,147.00
Warrant #: VW 00350444	Payee Name: C JOHNNY ON THE SPOT INC	
1411	1101610200 - 5481000 County Extension - Contract Service	60.00
1425	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	120.00
1426	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1427	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1428	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	120.00
1429	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1430	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1431	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1432	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1433	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1434	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1435	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1436	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	60.00
1437	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	50.00
1438	1101544042 - 5426181 Beach Maintenance-Rd & Bridge - Rental Porta Cans	50.00
1439	1101522020 - 5426181 Parks Department - Rental Porta Cans	80.00
1440	1101522020 - 5426181 Parks Department - Rental Porta Cans	180.00
Warrant Total:		1,260.00

Galveston County, Texas

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Invoice Number	Account Info	Amount
Warrant #: VW 00350445	Payee Name: CAPITAL BANK	
834466	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5 00
	Warrant Total:	5.00
Warrant #: VW 00350446	Payee Name: CARELTON COURTYARD APTS	
210 MARKET ST	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
	Warrant Total:	100.00
Warrant #: VW 00350447	Payee Name: CASTILLO, MARK A	
11CR2278 110711	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	552 50
	Warrant Total:	552.50
Warrant #: VW 00350448	Payee Name: CEDRICK L MUHAMMAD PC	
10CR2028 102811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	4,436 25
10CR3340 112911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	617 50
	Warrant Total:	5,053.75
Warrant #: VW 00350449	Payee Name: CELEBRITY TITLE	
834434	1101000010 - 4414012 General Government - County Clerk Refund of Fees	64 00
835171	1101000010 - 4414012 General Government - County Clerk Refund of Fees	64 00
	Warrant Total:	128.00
Warrant #: VW 00350452	Payee Name: CHCA MAINLAND LP	
188 103111	1101155000 - 5412102 Human Resources - Drug Screens/Psychological Exm	100 00
188 103111	1101155000 - 5412110 Human Resources - Pre-Employment Physicals	295 00
	Warrant Total:	395.00
Warrant #: VW 00350454	Payee Name: CITI BANK USA N A	
57543373906	1101610200 - 5322010 County Extension - Auto Fuel Expense	42 28
57543442107	1101610200 - 5322010 County Extension - Auto Fuel Expense	32 99
91002532897	1101610200 - 5322010 County Extension - Auto Fuel Expense	40 69
	Warrant Total:	115.96
Warrant #: VW 00350455	Payee Name: CITY OF GALVESTON	
S0016071	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	16,449 85
	Warrant Total:	16,449.85
Warrant #: VW 00350460	Payee Name: COCHRAN, WINSTON E JR	
11CR1060 120511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
	Warrant Total:	195.00
Warrant #: VW 00350462	Payee Name: COMMONWEALTH LAND TITLE INSURANCE	
834583	1101000010 - 4414012 General Government - County Clerk Refund of Fees	116 00
	Warrant Total:	116.00
Warrant #: VW 00350463	Payee Name: CONSTELLATION POINTE	
451 CONST BLVD	1101443100 - 5447200 Indigent Care & Medication - Emergency Assistance	100 00
	Warrant Total:	100.00
Warrant #: VW 00350464	Payee Name: CONZ, GLORIA	
NOV 2011	1101451110 - 5481000 Senior Citizens - Contract Service	450 00

Galveston County, Texas

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant Total:		450.00
Warrant #: VW 00350466	Payee Name: DARLING INTERNATIONAL INC	
5002110910	1101170100 - 5424000 Facilities Srvs & Maintenance - Maint & Repairs Buildings	35 00
Warrant Total:		35.00
Warrant #: VW 00350467	Payee Name: DAVID P WALKER PC	
302856 120711	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	162 50
Warrant Total:		162.50
Warrant #: VW 00350468	Payee Name: DAVIS III, NEAL	
10CR1831 102811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
Warrant Total:		260.00
Warrant #: VW 00350469	Payee Name: DAVISON, AMRI	
112811 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	126 64
Warrant Total:		126.64
Warrant #: VW 00350470	Payee Name: DIAZ, MARK A	
08CR3523A 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
10CR3810 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
Warrant Total:		682.50
Warrant #: VW 00350471	Payee Name: DICKINSON IND SCHOOL DISTRICT	
092111-102011	1101159100 - 5492101 Information Technology - Telephone Expense	436 24
102111-112011	1101159100 - 5492101 Information Technology - Telephone Expense	436 24
Warrant Total:		872.48
Warrant #: VW 00350473	Payee Name: DUCOTE, JEREMY B	
10CR3471 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	780 00
11CR1476 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390 00
11CR2497 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260 00
Warrant Total:		1,430.00
Warrant #: VW 00350474	Payee Name: DUNTEN, WILBUR H.	
20117040CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	28 00
Warrant Total:		28.00
Warrant #: VW 00350475	Payee Name: ENTERGY	
3824548 112211	1101170100 - 5421200 Facilities Srvs & Maintenance - Electricity	19 19
Warrant Total:		19.19
Warrant #: VW 00350476	Payee Name: EQUIFAX SETTLEMENT SERVICES LLC	
835236	1101000010 - 4414012 General Government - County Clerk Refund of Fees	40 00
Warrant Total:		40.00
Warrant #: VW 00350478	Payee Name: FANNING AND FANNING PLLC	
10CR2742 120511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195 00
11CR0920 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	357 50
11CR2097 112911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	715 00
313444 113011	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	325 00
Warrant Total:		1,592.50

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/13/2011

Invoice Number	Account Info	Amount
Warrant #: VW 00350479	Payee Name: FARNER & PERRIN LLP	
836008	1101000010 - 4414012 General Government - County Clerk Refund of Fees	100.00
	Warrant Total:	100.00
Warrant #: VW 00350480	Payee Name: FAUS, SALVADOR	
NOV 2011 SRVC	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,800.00
	Warrant Total:	1,800.00
Warrant #: VW 00350482	Payee Name: FINEGAN, SAMUEL K	
318232 111711	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	520.00
	Warrant Total:	520.00
Warrant #: VW 00350483	Payee Name: FISHER, DENA LAURA	
08CR4740 110811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	617.50
10CR0594 110911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520.00
11CR0051 120511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,775.00
	Warrant Total:	2,912.50
Warrant #: VW 00350484	Payee Name: FORT PC, M. BRUCE	
11CR2777 100511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	351.00
	Warrant Total:	351.00
Warrant #: VW 00350485	Payee Name: FOSTER & ASSOCIATES INC.	
834187	1101000010 - 4414012 General Government - County Clerk Refund of Fees	8.00
	Warrant Total:	8.00
Warrant #: VW 00350488	Payee Name: FREEDMAN & PRICE PC	
20117428CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	10.00
	Warrant Total:	10.00
Warrant #: VW 00350489	Payee Name: FULK, GEORGE BYRON	
11CR2189 112311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,365.00
	Warrant Total:	1,365.00
Warrant #: VW 00350490	Payee Name: FULTON FRIEDMAN & GULLACE LLP	
20117315CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
20117323CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
20117324CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
20117327CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
20117330CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
20117331CC	1101000010 - 4414012 General Government - County Clerk Refund of Fees	5.00
	Warrant Total:	30.00
Warrant #: VW 00350491	Payee Name: GALVESTON COUNTY WCID #8	
120240 111611	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	250.50
21730 111411	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	11.81
21740 111411	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	23.62
21760 111511	1101170100 - 5421100 Facilities Svcs & Maintenance - Water	283.54
	Warrant Total:	569.47
Warrant #: VW 00350492	Payee Name: GELB, JEFFREY	
05CR1610B 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	211.25

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/13/2011

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
11CR2937 110911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	292.5
Warrant Total:		503.7
Warrant #: VW 00350493 Payee Name: GHOGOMU, WILLIAM T		
313376 113011	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	325.0
JAIL DKT 120211	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	950.0
Warrant Total:		1,275.0
Warrant #: VW 00350495 Payee Name: GILLMAN, MICHAEL DAVID		
10CR1903 112911	1101121000 - 5310000 Justice Administration - Supplies and Materials	108.3
10CR1903 112911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	3,461.2
Warrant Total:		3,569.5
Warrant #: VW 00350498 Payee Name: GOLDSBERRY & ASSOCIATES PLLC		
00FD2631 112911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	130.00
11CP0023 112311	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	92.50
Warrant Total:		222.50
Warrant #: VW 00350499 Payee Name: GRADY, PATRICIA V		
113011 MEALS	1101111000 - 5499231 County Judge - Meeting Expense	87.30
Warrant Total:		87.30
Warrant #: VW 00350500 Payee Name: GRAHAM, CARMEN A		
315371 113011	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	240.50
317984 120611	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	130.00
Warrant Total:		370.50
Warrant #: VW 00350505 Payee Name: GUERRERO, MICHAEL		
11/18/11 MLG	1101114030 - 5496301 Election Expense - Auto Mileage	40.15
Warrant Total:		40.15
Warrant #: VW 00350506 Payee Name: GULF COAST CENTURY		
84208	1101114000 - 5310000 County Clerk - Supplies and Materials	700.00
Warrant Total:		700.00
Warrant #: VW 00350508 Payee Name: GUTIERREZ, CLAUDIA		
111511 MLG	1101114000 - 5496301 County Clerk - Auto Mileage	27.38
Warrant Total:		27.38
Warrant #: VW 00350509 Payee Name: HAENCHEN, ELIZABETH RAY		
112811 MLG	1101121000 - 5499302 Justice Administration - Second Admin Dist	56.60
Warrant Total:		56.60
Warrant #: VW 00350510 Payee Name: HANSEN, JUDY		
112911 CRT RPTR	1101121000 - 5431121 Justice Administration - Court Reporter Expense	1,263.00
Warrant Total:		1,263.00
Warrant #: VW 00350512 Payee Name: HEAT TRANSFER SOLUTIONS INC		
58702	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	425.00
Warrant Total:		425.00
Warrant #: VW 00350513 Payee Name: HENRY, MARK		

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
MLG	1101111000 - 5496100 County Judge - Travel	49.90
Warrant Total:		49.90
Warrant #: VW 00350514	Payee Name: HENRY, THERESA	
314212 120611	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	877.50
Warrant Total:		877.50
Warrant #: VW 00350515	Payee Name: HESSE, DAVID C	
311244 112811	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	975.00
Warrant Total:		975.00
Warrant #: VW 00350517	Payee Name: HIRSCH PHD, VICTOR	
11/21/11	1101155000 - 5412110 Human Resources - Pre-Employment Physicals	100.00
Warrant Total:		100.00
Warrant #: VW 00350519	Payee Name: IBRAHIM & ELLIOTT LLP	
11CR0886 111511	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520.00
Warrant Total:		520.00
Warrant #: VW 00350522	Payee Name: ISI CONTROLS LTD	
160666	1101170100 - 5424000 Facilities Svcs & Maintenance - Maint & Repairs Buildings	2,026.50
Warrant Total:		2,026.50
Warrant #: VW 00350528	Payee Name: JONES LAW FIRM	
11CR1593 112911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	845.00
Warrant Total:		845.00
Warrant #: VW 00350529	Payee Name: JONES, STACEY LEE	
08CR3602 112211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	617.50
Warrant Total:		617.50
Warrant #: VW 00350530	Payee Name: KASSBOHRER ALL TERRAIN VEHICLES INC	
2178661	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	115.08
Warrant Total:		115.08
Warrant #: VW 00350531	Payee Name: KAUFMANN, CHARLES R	
11CR1445 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	520.00
11CR2996 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260.00
Warrant Total:		780.00
Warrant #: VW 00350535	Payee Name: LAW OFFICE OF CS HALL PLLC	
317616 112911	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	145.75
Warrant Total:		145.75
Warrant #: VW 00350536	Payee Name: LAW OFFICE OF LANELLE O'CONNELL	
312839 111911	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	227.50
JAIL DKT 113011	1101122100 - 5431221 County Court #1 - Grady - Defense Atty Co Ct	950.00
Warrant Total:		1,177.50
Warrant #: VW 00350537	Payee Name: LAW OFFICE OF LINDSAY R LOPEZ, THE	
315156 120211	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	130.00

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Invoice Number	Account Info	Amount
Warrant Total:		130.00
Warrant #: VW 00350538	Payee Name: LAW OFFICES OF J MICHAEL HUGHES PC	
317133 112811	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	182.00
Warrant Total:		182.00
Warrant #: VW 00350539	Payee Name: LAW OFFICES OF MARCUS J. FLEMING	
09CR3797 112911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455.00
11CR2274 120611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260.00
Warrant Total:		715.00
Warrant #: VW 00350540	Payee Name: LEATHERS, BILL	
11CR2099 120111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	536.25
Warrant Total:		536.25
Warrant #: VW 00350541	Payee Name: LIGGIOS TIRE AND SERVICE CENTER INC	
181199	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	13.00
Warrant Total:		13.00
Warrant #: VW 00350542	Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP	
NOV 11 JP8-2 FEE	1101000000 - 2291011 General Fund - Due to Collection Agency	272.55
Warrant Total:		272.55
Warrant #: VW 00350543	Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP	
NOV 11 JP2 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	145.20
Warrant Total:		145.20
Warrant #: VW 00350544	Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP	
NOV 11 JP3 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	3,967.25
Warrant Total:		3,967.25
Warrant #: VW 00350545	Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP	
NOV 11 JP5 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	2,193.50
Warrant Total:		2,193.50
Warrant #: VW 00350546	Payee Name: LINEBARGER GOGGAN BLAIR & SAMPSON LLP	
NOV 11 JP7 FEES	1101000000 - 2291011 General Fund - Due to Collection Agency	4,412.49
Warrant Total:		4,412.49
Warrant #: VW 00350547	Payee Name: LOVE, PAUL	
NOV 2011 SRVC	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,800.00
Warrant Total:		1,800.00
Warrant #: VW 00350548	Payee Name: MAILROOM FINANCE INC	
55204105 110111	1101159100 - 5311140 Information Technology - Postage	37,235.76
Warrant Total:		37,235.76
Warrant #: VW 00350552	Payee Name: MALONEY & PARKS LLP	
11CR1337 112811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	585.00
11CR1527 110111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	195.00
Warrant Total:		780.00

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant #: VW 00350553		
Payee Name: MALONEY, ZACHARY S		
11CR2277 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390.00
Warrant Total:		390.00
Warrant #: VW 00350555		
Payee Name: MARTIN, THOMAS A		
11CR2322 112111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65.00
Warrant Total:		65.00
Warrant #: VW 00350556		
Payee Name: MASTER WORD SERVICE INC		
45953	1101121000 - 5431101 Justice Administration - Professional Srv Interpreter	108.80
Warrant Total:		108.80
Warrant #: VW 00350558		
Payee Name: MATTHEW BENDER & COMPANY INC		
25518577	1101123800 - 5310000 Justice Court Pct #8-2 - Supplies and Materials	49.00
25518585	1101123800 - 5310000 Justice Court Pct #8-2 - Supplies and Materials	49.00
Warrant Total:		98.00
Warrant #: VW 00350559		
Payee Name: MAUZY, BRUCE		
11CR2092 112811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	338.00
Warrant Total:		338.00
Warrant #: VW 00350560		
Payee Name: MCBRIDE LAW FIRM		
314183 111611	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	260.00
Warrant Total:		260.00
Warrant #: VW 00350561		
Payee Name: MCQUAGE PC, THOMAS W		
TO 113011 DCTM	1101000000 - 2460023 General Fund - District Clerk Tax Master	3,782.50
Warrant Total:		3,782.50
Warrant #: VW 00350570		
Payee Name: MORRIS, PHILLIP W		
316943 120111	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	195.00
JAIL DKT 120211	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	950.00
Warrant Total:		1,145.00
Warrant #: VW 00350571		
Payee Name: MUNRO'S UNIFORM SERVICES LTD		
59378	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	24.50
59380	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	20.00
60434	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	24.50
60436	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	20.00
61471	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	24.50
61473	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	20.00
62531	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	24.50
62533	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	17.00
63777	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	24.50
63779	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	17.00
64844	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	24.50
64846	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	17.00
65881	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	24.50
65883	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	17.00
66939 112211	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	24.50
66941 112211	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	10.50
67987	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	39.50

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Invoice Number	Account Info	Amount
67989	1101170100 - 5312101 Facilities Srvs & Maintenance - Uniform Expense	11.72
	Warrant Total:	385.81
Warrant #: VW 00350572	Payee Name: MUSTANG TRACTOR & EQUIPMENT CO	
PART3093372	1101544042 - 5423000 Beach Maintenance-Rd & Bridge - Maint/Repairs Equipment	206.80
	Warrant Total:	206.80
Warrant #: VW 00350573	Payee Name: NAJER, MAURICE	
11CR1687 120111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	698.75
	Warrant Total:	698.75
Warrant #: VW 00350574	Payee Name: NELSON, ERIK	
NOV 2011 SRVC	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,800.00
	Warrant Total:	1,800.00
Warrant #: VW 00350578	Payee Name: OFFICE DEPOT INC	
581381836001	1101127100 - 5310000 District Attorney - Supplies and Materials	4,860.00
	Warrant Total:	4,860.00
Warrant #: VW 00350579	Payee Name: OFFICIAL PAYMENTS CORP	
RINV0004108072	1101000000 - 2460026 General Fund - District Clerk credit cards	150.00
	Warrant Total:	150.00
Warrant #: VW 00350581	Payee Name: PACKARD, LINDA	
11/29-12/1/11	1101126100 - 5496301 District Clerk - Auto Mileage	355.00
	Warrant Total:	355.00
Warrant #: VW 00350586	Payee Name: PINNACLE MEDICAL MANAGEMENT CORP	
40613	1101155000 - 5412102 Human Resources - Drug Screens/Psychological Exm	1,000.50
40704	1101155000 - 5412102 Human Resources - Drug Screens/Psychological Exm	535.50
	Warrant Total:	1,536.00
Warrant #: VW 00350587	Payee Name: PRICE, JUDGE FRANK C.	
10/17-21/11 CC#1	1101121000 - 5499302 Justice Administration - Second Admin Dist	2,692.80
10/24-28/11 CC#1	1101121000 - 5499302 Justice Administration - Second Admin Dist	1,884.96
	Warrant Total:	4,577.76
Warrant #: VW 00350591	Payee Name: QUINTANILLA, DONNIE	
03CR1486 110111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	211.25
10CR1220 111011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	146.25
	Warrant Total:	357.50
Warrant #: VW 00350594	Payee Name: RICE, SUSAN M P.C.	
2011060101	1101000010 - 4414012 General Government - County Clerk Refund of Fees	16.00
	Warrant Total:	16.00
Warrant #: VW 00350596	Payee Name: RIOS, MARTHA	
NOV 2011 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	367.41
	Warrant Total:	367.41
Warrant #: VW 00350597	Payee Name: ROUGELY, MIYOSHI	
11/29-12/2/11	1101127100 - 5496301 District Attorney - Auto Mileage	229.20

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Invoice Number	Account Info	Amount
Warrant Total:		229.20
Warrant #: VW 00350598	Payee Name: RUSSELL, GREG	
11CR3474 120611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
11CR3475 120611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	65 00
JAIL DKT 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	950 00
Warrant Total:		1,080.00
Warrant #: VW 00350599	Payee Name: SAENZ, ALVIN N	
11CR2834 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	487 50
Warrant Total:		487.50
Warrant #: VW 00350600	Payee Name: SAFETY KLEEN CORP	
56003069	1101522020 - 5310000 Parks Department - Supplies and Materials	263 28
Warrant Total:		263.28
Warrant #: VW 00350602	Payee Name: SANTA FE SENIOR CITIZENS COUNCIL	
NOV 11	1101451110 - 5503021 Senior Citizens - Food Cost Title III Supplem	500 00
Warrant Total:		500.00
Warrant #: VW 00350603	Payee Name: SARGENT, CRYSTAL	
11/11-17/11 TRVL	1101443100 - 5496100 Indigent Care & Medication - Travel	187 42
AUG-NOV 2011 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	518 37
Warrant Total:		705.79
Warrant #: VW 00350605	Payee Name: SCHWAB, TAYLOR	
11CR2137 111811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	422 50
Warrant Total:		422.50
Warrant #: VW 00350606	Payee Name: SCOTT, SHELBY	
306110 110411	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	715 00
JAIL DKT 111111	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	950 00
Warrant Total:		1,665.00
Warrant #: VW 00350607	Payee Name: SEARS & BENNETT LLP	
09CR3671 111811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,105 00
11CR3142 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	325 00
Warrant Total:		1,430.00
Warrant #: VW 00350609	Payee Name: SHATTUCK, BOB	
11CR2938	1101443100 - 5413000 Indigent Care & Medication - Prof Serv Legal Fees	100 00
Warrant Total:		100.00
Warrant #: VW 00350612	Payee Name: SILVA, LILLIAN	
CV0066426	1101000010 - 4414012 General Government - County Clerk Refund of Fees	30 00
Warrant Total:		30.00
Warrant #: VW 00350613	Payee Name: SIMPLEXGRINNELL LP	
67232112	1101211133 - 5310001 Sheriff-Corrections - Depart Supplies-Non Cap FFE	399 00
Warrant Total:		399.00
Warrant #: VW 00350614	Payee Name: SO J MFG LLC	

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Invoice Number	Account Info	Amount
21945	1101211101 - 5310000 Administration Sheriff Dept - Supplies and Materials	1,285.21
Warrant Total:		1,285.21
Warrant #: VW 00350620	Payee Name: STARTEX TITLE CO	
2011059844	1101000010 - 4414012 General Government - County Clerk Refund of Fees	10.00
Warrant Total:		10.00
Warrant #: VW 00350622	Payee Name: STEVE'S WAREHOUSE TIRES	
69897	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	15.00
70012	1101211101 - 5423110 Administration Sheriff Dept - Auto Maintenance	15.00
Warrant Total:		30.00
Warrant #: VW 00350624	Payee Name: STEVENS, MARK W	
11CR0951 111811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	253.50
11CR2931 110911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	117.00
Warrant Total:		370.50
Warrant #: VW 00350626	Payee Name: SUHLER, DAVID	
317247 120511	1101122400 - 5431221 County Court #3 - Dupuy - Defense Atty Co Ct	210.00
Warrant Total:		210.00
Warrant #: VW 00350627	Payee Name: SULLIVAN, MISTY	
NOV 2011 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	261.41
Warrant Total:		261.41
Warrant #: VW 00350628	Payee Name: SUN COAST RESOURCES INC	
91093188	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	3,270.53
91093599	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	7,445.03
91107176	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	6,833.24
91114749	1101172111 - 5322010 Fleet Mgmt-Galveston - Auto Fuel Expense	3,599.41
Warrant Total:		21,148.21
Warrant #: VW 00350629	Payee Name: SUNFLOWER FOODS LTD	
13170	1101190100 - 5481000 County Engineer - Contract Service	238.60
Warrant Total:		238.60
Warrant #: VW 00350630	Payee Name: SUNGARD PUBLIC SECTOR INC	
35304	1101159100 - 5423500 Information Technology - Maintenance of Software	2,320.96
40554	1101159100 - 5423500 Information Technology - Maintenance of Software	4,370.00
41344	1101159100 - 5423500 Information Technology - Maintenance of Software	222,709.20
41795	1101159100 - 5423500 Information Technology - Maintenance of Software	9,000.00
41943	1101159100 - 5423500 Information Technology - Maintenance of Software	99,539.71
Warrant Total:		337,939.87
Warrant #: VW 00350631	Payee Name: TAYLOR, ANGELA M	
11CR2021 111611	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	1,153.75
11CR2524 120611	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	455.00
Warrant Total:		1,608.75
Warrant #: VW 00350633	Payee Name: TEXAS AGRILIFE EXTENSION	
267798	1101610200 - 5310000 County Extension - Supplies and Materials	10.00
Warrant Total:		10.00

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Invoice Number	Account Info	Amount
Warrant #: VW 00350637	Payee Name: TEXAS LAW & PSYCHIATRY PLLC	
10CR0506 112611	1101121000 - 5412115 Justice Administration - Psychological Exam	1,200.00
	Warrant Total:	1,200.00
Warrant #: VW 00350639	Payee Name: TEXAS MUNICIPAL COURT JUSTICE COURT	
0111 2012 RNWL	1101123800 - 5310000 Justice Court Pct #8-2 - Supplies and Materials	36.00
	Warrant Total:	36.00
Warrant #: VW 00350642	Payee Name: TEXAS STATE UNIVERSITY SAN MARCOS	
5/7-9/12 BROWN	1101121000 - 5495100 Justice Administration - Education	100.00
7/26-27/12 BROWN	1101121000 - 5495100 Justice Administration - Education	50.00
	Warrant Total:	150.00
Warrant #: VW 00350643	Payee Name: THOMA, JOHN	
303434 112811	1101122200 - 5310000 County Court #2 - Roberts - Supplies and Materials	34.50
303434 112811	1101122200 - 5431222 County Court #2 - Roberts - Defense Atty Co Ct #2	2,435.00
	Warrant Total:	2,469.50
Warrant #: VW 00350644	Payee Name: THORNTON, EDNA EARL	
10CR0149 112911	1101121000 - 5431121 Justice Administration - Court Reporter Expense	126.64
11CR1593 112911	1101121000 - 5431121 Justice Administration - Court Reporter Expense	253.28
	Warrant Total:	379.92
Warrant #: VW 00350645	Payee Name: TOLDEN, MONICA MONIQUE	
11CR0887 112911	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	455.00
	Warrant Total:	455.00
Warrant #: VW 00350646	Payee Name: TORRES, ROBERTO	
11CR0188 120211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	503.75
11CR1880 112811	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	341.25
	Warrant Total:	845.00
Warrant #: VW 00350647	Payee Name: TREVINO, ISMAEL	
11CR3143 120111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	390.00
	Warrant Total:	390.00
Warrant #: VW 00350649	Payee Name: TURMAN AND ASSOC	
11CR0679 033111	1101121000 - 5431102 Justice Administration - Prof Svcs-Expert Witness	747.35
	Warrant Total:	747.35
Warrant #: VW 00350650	Payee Name: UNGER & HERSHKOWITZ	
11CR2644 120111	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	260.00
	Warrant Total:	260.00
Warrant #: VW 00350656	Payee Name: UTMB	
708X24012027	1101121000 - 5412115 Justice Administration - Psychological Exam	800.00
	Warrant Total:	800.00
Warrant #: VW 00350657	Payee Name: VAHALIK, CORINNE H.	
PR0070892	1101000010 - 4414012 General Government - County Clerk Refund of Fees	67.00
	Warrant Total:	67.00

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Invoice Number	Account Info	Amount
Warrant #: VW 00350658	Payee Name: VALERO REFINING-TEXAS L P	
TAX RFD 2012	1101110000 - 5602200 General Government - Refunds Ad Valorem Taxes	264,416.61
	Warrant Total:	264,416.61
Warrant #: VW 00350660	Payee Name: VICKERY, KAY	
NOV 2011 MLG	1101211101 - 5496301 Administration Sheriff Dept - Auto Mileage	36.6
	Warrant Total:	36.6
Warrant #: VW 00350661	Payee Name: VOICE4NET.COM	
3126	1101159100 - 5481000 Information Technology - Contract Service	50.00
	Warrant Total:	50.00
Warrant #: VW 00350666	Payee Name: WEST PUBLISHING CORPORATION	
823726676	1101123700 - 5310000 Justice Court Pct #7 - Supplies and Materials	46.50
823808483	1101114000 - 5317000 County Clerk - Books & Periodicals	138.00
	Warrant Total:	184.50
Warrant #: VW 00350667	Payee Name: WILLIAMS, MELISSA	
NOV 2011 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	155.40
	Warrant Total:	155.40
Warrant #: VW 00350668	Payee Name: WILLIAMS, MONICA E	
11CP0069 112211	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	221.00
	Warrant Total:	221.00
Warrant #: VW 00350669	Payee Name: WILLIAMS, TRACEY	
11/28-29/11 MLG	1101126100 - 5496301 District Clerk - Auto Mileage	17.76
	Warrant Total:	17.76
Warrant #: VW 00350670	Payee Name: WILSON, JOCELYN	
NOV 2011 MLG	1101443100 - 5496301 Indigent Care & Medication - Auto Mileage	567.77
	Warrant Total:	567.77
Warrant #: VW 00350671	Payee Name: WOOTEN, THOMAS J	
11CR1601 113011	1101121000 - 5431230 Justice Administration - Court Apptd Atty Dist Courts	373.75
	Warrant Total:	373.75
Warrant #: VW 00350672	Payee Name: XEROX CORPORATION	
117138068	1101159100 - 5310000 Information Technology - Supplies and Materials	119.07
117138069	1101159100 - 5310000 Information Technology - Supplies and Materials	546.24
	Warrant Total:	665.31
FUND 1101 TOTAL:		849,902.46
FUND: 2131 DA Seized Funds Afte Aft 10/89		
Warrant #: VW 00350597	Payee Name: ROUGELY, MIYOSHI	
11/29-12/2/11	2131127132 - 5495112 DA Seized Funds Afte Aft 10/89 - Training	180.00
	Warrant Total:	180.00

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
FUND 2131 TOTAL:		180.00
FUND: 2211 Law Library		
Warrant #: VW 00350558	Payee Name: MATTHEW BENDER & COMPANY INC	
1759052F	2211129100 - 5317000 Law Library - Books & Periodicals	152 87
1759052G	2211129100 - 5317000 Law Library - Books & Periodicals	152 87
24556416	2211129100 - 5317000 Law Library - Books & Periodicals	453 19
Warrant Total:		758.93
FUND 2211 TOTAL:		758.93
FUND: 2212 Mediation Services Prog Fund		
Warrant #: VW 00350409	Payee Name: AMERSON, RODGER DAN	
11CP0078 112811	2212125300 - 5432011 Mediation Services - Mediation Services	300.00
Warrant Total:		300.00
FUND 2212 TOTAL:		300.00
FUND: 2220 Adult Probation Fund		
Warrant #: VW 00350432	Payee Name: BELL, PAULA	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	95 88
Warrant Total:		95.88
Warrant #: VW 00350481	Payee Name: FEATHERLY, CHRISTINA	
NOV 2011 MLG	2220255100 - 5496100 Adult Probation - Travel	93 84
Warrant Total:		93.84
Warrant #: VW 00350653	Payee Name: USA MOBILITY WIRELESS INC	
U7977738L	2220255100 - 5492220 Adult Probation - Equipment - Adult Probation	36 64
Warrant Total:		36.64
Warrant #: VW 00350666	Payee Name: WEST PUBLISHING CORPORATION	
823904829	2220255100 - 5310000 Adult Probation - Supplies and Materials	969 50
Warrant Total:		969.50
FUND 2220 TOTAL:		1,195.86
FUND: 2230 Juvenile Justice Fund		
Warrant #: VW 00350399	Payee Name: ABL MANAGEMENT INC	
188320	2230256118 - 5481199 Detention - Food Service Contract	1,860 65
188320	2230256119 - 5481199 Post Program - Food Service Contract	555 03
Warrant Total:		2,415.68
Warrant #: VW 00350577	Payee Name: NORRIS, BRENT T	
NOV 2011 MLG	2230256105 - 5496301 Juv Justice - Administration - Auto Mileage	37 19

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant Total:		37.19
Warrant #: VW 00350592	Payee Name: QUINTANILLA, ROY M	
201104	2230256130 - 5431402 Court - Masters Referee Juvenile Matr	3,862.44
Warrant Total:		3,862.44
Warrant #: VW 00350625	Payee Name: STEWART, DELLA L	
NOV 2011 MLG	2230256100 - 5496301 Juvenile Justice - Auto Mileage	164.28
Warrant Total:		164.28
FUND 2230 TOTAL:		6,479.59
FUND: 2250 Law Enforcement Education Fund		
Warrant #: VW 00350588	Payee Name: PRODUCTIVITY CENTER INC	
GCC12111	2250211510 - 5502205 Contin Education-State Alloc - Const #5 Cont Ed Exp	295.00
Warrant Total:		295.00
FUND 2250 TOTAL:		295.00
FUND: 2301 Road & Bridge Fund		
Warrant #: VW 00350404	Payee Name: ALTAMIRANO, RUDY	
12/7-8/11 MLG	2301312110 - 5496100 Administration - Travel	88.77
Warrant Total:		88.77
Warrant #: VW 00350435	Payee Name: BFI WASTE SERVICES OF TEXAS LP	
311195	2301312120 - 5421411 FM & Lateral Road - Garbage/Landfill Services	1,315.23
Warrant Total:		1,315.23
Warrant #: VW 00350444	Payee Name: C JOHNNY ON THE SPOT INC	
1413	2301312110 - 5481000 Administration - Contract Service	100.00
Warrant Total:		100.00
Warrant #: VW 00350450	Payee Name: CENTURY ASPHALT LTD	
151940	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	1,838.70
Warrant Total:		1,838.70
Warrant #: VW 00350453	Payee Name: CHERRY CRUSHED CONCRETE	
141460	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	2,119.48
141953	2301312120 - 5353014 FM & Lateral Road - Materials Flexible Base	1,572.00
Warrant Total:		3,691.48
Warrant #: VW 00350487	Payee Name: FOUR SEASONS EQUIPMENT INC	
83776648	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,354.51
Warrant Total:		1,354.51
Warrant #: VW 00350494	Payee Name: GILLESPIE, JEFF	
RMB	2301312110 - 5496100 Administration - Travel	90.00
Warrant Total:		90.00

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Invoice Number	Account Info	Amount
Warrant #: VW 00350511	Payee Name: HARDING, LAYNE	
RMB	2301312110 - 5496100 Administration - Travel	90.00
	Warrant Total:	90.00
Warrant #: VW 00350516	Payee Name: HI-WAY EQUIPMENT COMPANY LLC	
H33508	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	1,383.20
	Warrant Total:	1,383.20
Warrant #: VW 00350554	Payee Name: MARTIN RESOURCE MANAGEMENT	
288705	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	-3,380.00
290934	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	2,635.50
291033	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	3,897.60
291734	2301312120 - 5353011 FM & Lateral Road - Road Oils & Emulsions	3,301.20
	Warrant Total:	6,454.30
Warrant #: VW 00350571	Payee Name: MUNRO'S UNIFORM SERVICES LTD	
65622	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	13.00
65869	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	32.50
65870	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	6.50
65872	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	32.50
65873	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	37.00
65874	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	45.50
66674	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	13.00
66930 112211	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	32.55
66932 112211	2301312120 - 5312101 FM & Lateral Road - Uniform Expense	101.25
	Warrant Total:	313.85
Warrant #: VW 00350572	Payee Name: MUSTANG TRACTOR & EQUIPMENT CO	
PART3085285	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	100.28
	Warrant Total:	100.28
Warrant #: VW 00350583	Payee Name: PAT'S	
00028292	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	60.00
	Warrant Total:	60.00
Warrant #: VW 00350601	Payee Name: SANTA FE AUTO PARTS INC	
72694	2301312120 - 5423000 FM & Lateral Road - Maint/Repairs Equipment	337.83
	Warrant Total:	337.83
Warrant #: VW 00350608	Payee Name: SEASIDE ENTERPRISES INC	
188662	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	47.58
189363	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	30.28
	Warrant Total:	77.86
Warrant #: VW 00350623	Payee Name: STEVEN-SHARON CORPORATION	
393910000	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	145.60
395003000	2301312120 - 5310000 FM & Lateral Road - Supplies and Materials	128.00
	Warrant Total:	273.60
Warrant #: VW 00350628	Payee Name: SUN COAST RESOURCES INC	
91102635	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	10,333.46
91110942	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	9,396.02

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
91115850	2301312120 - 5322010 FM & Lateral Road - Auto Fuel Expense	10,579.71
Warrant Total:		30,309.19
Warrant #: VW 00350662	Payee Name: VULCAN INCORPORATED	
209177	2301312120 - 5319222 FM & Lateral Road - Materials Traffic Signs	329.68
210085	2301312120 - 5319222 FM & Lateral Road - Materials Traffic Signs	-79.25
Warrant Total:		250.43
FUND 2301 TOTAL:		48,129.26
FUND: 2370 Flood Control Fund		
Warrant #: VW 00350427	Payee Name: BAYGAS INC	
9281	2370296121 - 5310000 Seawall Maintenance - Supplies and Materials	64.53
Warrant Total:		64.53
Warrant #: VW 00350444	Payee Name: C JOHNNY ON THE SPOT INC	
1412	2370296121 - 5481000 Seawall Maintenance - Contract Service	100.00
Warrant Total:		100.00
Warrant #: VW 00350601	Payee Name: SANTA FE AUTO PARTS INC	
74631	2370296121 - 5423000 Seawall Maintenance - Maint/Repairs Equipment	54.33
Warrant Total:		54.33
Warrant #: VW 00350615	Payee Name: SOUTHERN CRUSHED CONCRETE LLC	
201121075	2370296100 - 5353013 Flood Control - Materials Culverts/Bridges	8,130.07
Warrant Total:		8,130.07
Warrant #: VW 00350616	Payee Name: SOUTHWEST GALVANIZING INC	
286335	2370296121 - 5423401 Seawall Maintenance - Maint/Repairs Pumps & Gates	225.90
Warrant Total:		225.90
Warrant #: VW 00350628	Payee Name: SUN COAST RESOURCES INC	
91103552	2370296121 - 5322010 Seawall Maintenance - Auto Fuel Expense	2,396.99
Warrant Total:		2,396.99
Warrant #: VW 00350665	Payee Name: WELSH, MATTHEW SEAN	
OCT-NOV 2011 MLG	2370296110 - 5496301 Building Inspector - Auto Mileage	1,249.31
Warrant Total:		1,249.31
FUND 2370 TOTAL:		12,221.13
FUND: 2410 Mosquito Control District Fund		
Warrant #: VW 00350415	Payee Name: AUTOZONE INC	
1579553571	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	114.99
1579557252	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	289.53
1579557255	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	139.49
1579557259	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	-242.95
Warrant Total:		301.06

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant #: VW 00350557	Payee Name: MATHESON TRI-GAS INC	
03566949	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	90.11
	Warrant Total:	90.11
Warrant #: VW 00350664	Payee Name: WASHING EQUIPMENT OF TEXAS INC	
SCHOU0008684	2410411100 - 5310000 Mosquito Control District - Supplies and Materials	264.49
	Warrant Total:	264.49
FUND 2410 TOTAL:		655.66
FUND: 2420 Indigent Health Care Fund		
Warrant #: VW 00350400	Payee Name: ACHARYA MD PA,SID	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	6.68
	Warrant Total:	6.68
Warrant #: VW 00350410	Payee Name: ANESTHESIA ASSOCIATES LLP	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	940.01
	Warrant Total:	940.01
Warrant #: VW 00350413	Payee Name: ARGOS IOM SERVICES LP	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,020.30
	Warrant Total:	1,020.30
Warrant #: VW 00350418	Payee Name: BAHEC LLC	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,859.31
	Warrant Total:	1,859.31
Warrant #: VW 00350420	Payee Name: BARRIER REEF EMERGENCY PHYSICIANS	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	331.99
	Warrant Total:	331.99
Warrant #: VW 00350422	Payee Name: BAY AREA ANESTHESIA SERVICES PA	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	361.03
	Warrant Total:	361.03
Warrant #: VW 00350423	Payee Name: BAY AREA ANESTHESIA SERVICES PA	
NOV 2011 CAMP	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	108.31
	Warrant Total:	108.31
Warrant #: VW 00350424	Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY	
NOV 2011 WARNEKE	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	709.11
	Warrant Total:	709.11
Warrant #: VW 00350425	Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY	
NOV 2011 MARCUM	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,715.02
	Warrant Total:	1,715.02
Warrant #: VW 00350426	Payee Name: BAY AREA HOUSTON GASTROENTEROLOGY	
NOV 2011 ZAMIL	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,791.69

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant Total:		1,791.6
Warrant #: VW 00350430	Payee Name: BEELER MANSKE CLINIC LLP	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	29.9
Warrant Total:		29.9
Warrant #: VW 00350439	Payee Name: BOON CHAPMAN BENEFIT ADMINISTRATORS	
DEC 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	11,280.2
Warrant Total:		11,280.2
Warrant #: VW 00350451	Payee Name: CHANG MD PA, BILL K	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	582.6
Warrant Total:		582.6
Warrant #: VW 00350456	Payee Name: CLEAR LAKE PATHOLOGY PARTNERS	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	112.5
Warrant Total:		112.5
Warrant #: VW 00350457	Payee Name: CLEAR LAKE SURGICARE LTD	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	300.0
Warrant Total:		300.0
Warrant #: VW 00350458	Payee Name: CLINICAL PATHOLOGY LABORATORIES INC	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	167.44
Warrant Total:		167.44
Warrant #: VW 00350459	Payee Name: COASTAL GASTROENOLGY ASSOCIATES PA	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	117.74
Warrant Total:		117.74
Warrant #: VW 00350496	Payee Name: GODINICH MD PA, MARY JO	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	563.62
Warrant Total:		563.62
Warrant #: VW 00350501	Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,419.45
Warrant Total:		1,419.45
Warrant #: VW 00350502	Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS	
NOV 2011 DRESSEL	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	79.62
Warrant Total:		79.62
Warrant #: VW 00350503	Payee Name: GREATER HOUSTON EMERGENCY PHYSICIANS	
NOV 2011 CHIU	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	159.24
Warrant Total:		159.24
Warrant #: VW 00350504	Payee Name: GREATER HOUSTON RADIATION ONCOLOGY	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	33.27
Warrant Total:		33.27
Warrant #: VW 00350520	Payee Name: INPATIENT CONSULTANTS OF TEXAS PLLC	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	947.95

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant Total:		947.9
Warrant #: VW 00350532	Payee Name: KOCUREK MD, ALBERT T	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	55.4
Warrant Total:		55.4
Warrant #: VW 00350534	Payee Name: LABORATORY CORPORATION OF AMERICA	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	716.6
Warrant Total:		716.6
Warrant #: VW 00350549	Payee Name: MAINLAND PATHOLOGY ASSOCIATES PA	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	614.5
Warrant Total:		614.5
Warrant #: VW 00350550	Payee Name: MAINLAND PULMONARY ASSOCIATES	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	760.38
Warrant Total:		760.38
Warrant #: VW 00350551	Payee Name: MAINLAND RADIOLOGICAL ASSOCIATION	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,441.61
Warrant Total:		1,441.61
Warrant #: VW 00350562	Payee Name: MEDICAL DIAGNOSTIC LABORATORIES LLC	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	373.32
Warrant Total:		373.32
Warrant #: VW 00350563	Payee Name: MEMORIAL HERMANN HOSPITAL SYSTEM	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	22,087.60
Warrant Total:		22,087.60
Warrant #: VW 00350564	Payee Name: MEMORIAL RADIOLOGY ASSOCIATES INC	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	263.03
NOV 2011 2	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	66.56
Warrant Total:		329.59
Warrant #: VW 00350568	Payee Name: MJ BABA MD PA	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	377.81
NOV 2011 2	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	388.58
Warrant Total:		766.39
Warrant #: VW 00350580	Payee Name: ORTHOPEDIC CLINIC OF GALVESTON COUNTY	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,168.52
Warrant Total:		1,168.52
Warrant #: VW 00350584	Payee Name: PATIENT'S ANESTHESIA GROUP PA, THE	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	2,154.44
Warrant Total:		2,154.44
Warrant #: VW 00350590	Payee Name: QUEST DIAGNOSTICS CLINICAL	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,429.18
Warrant Total:		1,429.18

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant #: VW 00350617	Payee Name: SOUTHWEST RADIOLOGY ASSN	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	94.08
	Warrant Total:	94.08
Warrant #: VW 00350618	Payee Name: SPACE CITY ANESTHESIA	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	1,548.62
	Warrant Total:	1,548.62
Warrant #: VW 00350636	Payee Name: TEXAS GULF COAST MEDICAL GROUP	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	34.49
	Warrant Total:	34.49
Warrant #: VW 00350648	Payee Name: TSA - TEXAS SURGICAL ASSOCIATES	
NOV 2011	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	263.53
	Warrant Total:	263.53
Warrant #: VW 00350654	Payee Name: UTMB	
NOV 2011 INDG	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	24,906.85
	Warrant Total:	24,906.85
Warrant #: VW 00350655	Payee Name: UTMB	
NOV 2011 FGP	2420440110 - 5481022 Indigent Health Care Fund - Indigent Health Care Srv	737.47
	Warrant Total:	737.47
FUND 2420 TOTAL:		84,119.86
FUND: 2501 Child Welfare Fund		
Warrant #: VW 00350533	Payee Name: KROGER CO, THE	
588316	2501443300 - 5449125 Child Welfare - Emergency Family Support	148.98
	Warrant Total:	148.98
FUND 2501 TOTAL:		148.98
FUND: 2601 Beach & Parks Fund		
Warrant #: VW 00350571	Payee Name: MUNRO'S UNIFORM SERVICES LTD	
65618	2601522042 - 5312101 Beach Maintenance - Uniform Expense	4.25
66670	2601522042 - 5312101 Beach Maintenance - Uniform Expense	4.25
68777	2601522042 - 5312101 Beach Maintenance - Uniform Expense	4.25
	Warrant Total:	12.75
FUND 2601 TOTAL:		12.75
FUND: 2824 Adult Probation Community		
Warrant #: VW 00350461	Payee Name: COLE PH.D., COLLIER M	
NOV 2011 SRVC	2824255136 - 5481000 Sex Offender Supervision - Contract Service	5,595.00
	Warrant Total:	5,595.00

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<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
FUND 2824 TOTAL:		5,595.00
FUND: 2841 Juvenile Probation-State Aid		
Warrant #: VW 00350414	Payee Name: ASTIN, JULIE A	
NOV 2011 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	72.15
Warrant Total:		72.15
Warrant #: VW 00350569	Payee Name: MORGAN, LE'NARD D.	
NOV 2011 MLG	2841256124 - 5496301 Co Cash Match - St Aid A - Auto Mileage	128.21
Warrant Total:		128.21
Warrant #: VW 00350582	Payee Name: PARISH, ERVIN R	
NOV 2011 MLG	2841256110 - 5496301 State Aid Grant A - Auto Mileage	168.17
Warrant Total:		168.17
Warrant #: VW 00350585	Payee Name: PEGASUS SCHOOLS INC	
9048	2841256110 - 5441101 State Aid Grant A - Residential Services	18,212.70
Warrant Total:		18,212.70
Warrant #: VW 00350611	Payee Name: SHELTERING HARBOUR	
NOV 2011	2841256110 - 5441101 State Aid Grant A - Residential Services	8,295.00
Warrant Total:		8,295.00
FUND 2841 TOTAL:		26,876.23
FUND: 2864 Auto Crimes Task Force Grant		
Warrant #: VW 00350477	Payee Name: EXXON CREDIT CARD CENTER	
27785974	2864211126 - 5322010 Auto Crime Task Force - Auto Fuel Expense	366.79
Warrant Total:		366.79
FUND 2864 TOTAL:		366.79
FUND: 2893 HMGP - IKE		
Warrant #: VW 00350429	Payee Name: BECK DISASTER RECOVERY INC	
0001568973	2893289010 - 5481000 HMGP Home Buy-out Program - Contract Service	134,000.00
Warrant Total:		134,000.00
FUND 2893 TOTAL:		134,000.00
FUND: 2914 CDBG Housing Program		
Warrant #: VW 00000318	Payee Name: GALVESTON NEWSPAPERS INC	
00283678	2914152500 - 5317000 Administration - Books & Periodicals	279.24
Warrant Total:		279.24
Warrant #: VW 00350406	Payee Name: AMERICAN HOME BUILDERS INC.	

Galveston County, Texas

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Invoice Number	Account Info	Amount
AL12198 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,129 8
CE10883 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,281 1
CG12688303	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,017 3
CG12688303	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	40,173 0
DD12225 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,934 9
DE11998 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,074 6
DW10726 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	9,662 8
FB12565 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	9,343 0
GS10740 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,098 1
KS11059 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,700 9
LP12158 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	9,440 7
LS12164 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,981 6
MR11403 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	14,943 0
MS1162201	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,516 4
MS1162201	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	8,464 5
MS1162201	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	26,700 0
MS1162202	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,058 0
MS1162202	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	50,580 7
NH1146903	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,117 6
NH1146903	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	31,176 0
RM12061 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,403 5
RW1282702	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,347 7
RW1282702	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	33,477 9
SC12650 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	9,861 6
VC12364 RET	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,593 9
Warrant Total:		327,965.49
Warrant #: VW 00350407 Payee Name: AMERICAN HOMESTAR CORPORATION		
1019B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	15,525 1
1033B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,072 3
1036B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	8,829 2
1037B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	5,230 4
1045B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	13,405 4
1046B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	6,564 4
1048B	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	7,198 0
1055	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-12,734 6
1055	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	104,230 0
1055	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	23,116 0
1057	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-11,428 1
1057	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	92,584 5
1057	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	21,697 0
1059	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,997 4
1059	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	79,974 6
Warrant Total:		357,267.00
Warrant #: VW 00350416 Payee Name: B&MS CONSTRUCTION INC		
BMSHCGC12	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	7,082 4
BMSHCGC17	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-1,280 7
BMSHCGC17	2914152511 - 5519010 Ownr-Occupied Rehab - Contractor - Construction	12,807 9
Warrant Total:		18,609.62
Warrant #: VW 00350436 Payee Name: BGB INTERESTS LP		
113912	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-2,907 6

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Invoice Number	Account Info	Amount
113912	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	29,076.7
Warrant Total:		26,169.0
Warrant #: VW 00350443	Payee Name: BURGLI HOMES PROMENADE HOMES JV	
1102010R	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,398.9
1110410R	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,341.2
11166100	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,776.7
11166100	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	37,767.7
11926100	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,083.9
11926100	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	27,589.4
11926100	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	13,250.00
1228533	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,594.5
1228533	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,945.2
1229410R	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,003.58
1231466	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,752.98
1231466	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	37,529.75
1232110R	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,416.15
1232610R	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,837.06
1234010R	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	10,121.65
1243333	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,124.32
1243333	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	20,993.24
1243333	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	20,250.00
1254766	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,479.25
1254766	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	53,492.86
1254766	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	21,300.00
1255366	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,699.05
1255366	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	36,990.51
1280266	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,539.76
1280266	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,397.57
1299466	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-7,629.02
1299466	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	76,290.21
Warrant Total:		440,235.57
Warrant #: VW 00350472	Payee Name: DSW HOMES LLC	
111257	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-2,199.89
111257	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	5,498.90
111257	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	16,500.00
111468	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,110.00
111468	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	51,100.03
11182	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,724.61
11182	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	29,246.10
11182	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	18,000.00
112200	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,907.68
112200	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	39,076.78
112760	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,812.62
112760	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	24,876.20
112760	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	13,250.00
112790	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,845.99
112790	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	38,459.93
112854	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,171.29
112854	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	41,712.92
112873	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,632.55
112873	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	26,575.53

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Invoice Number	Account Info	Amount
112873	2914152514 - 5519010 Ownr-Occupied Elevation - Contractor - Construction	29,750 00
211141	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,110 85
211141	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	41,108 52
211346	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,814 52
211346	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	38,145 20
212168	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,501 15
212168	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,011 87
212595	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,174 45
212595	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	41,744 52
212873	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-5,632 55
212873	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	56,325 53
212913	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,716 85
212913	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	37,168 53
212990	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,141 19
212990	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	41,411 87
311132	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,255 15
311132	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	42,551 55
311355	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,354 21
311355	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	43,542 10
411199	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	16,142 26
411946	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,856 29
412261	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,689 00
412266	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,393 45
412297	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,552 00
412334	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	11,065 22
412353	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,950 55
412424	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	12,810 69
Warrant Total:		743,409.96

Warrant #: VW 00350525

Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC

17938 120711	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,106 00
22740 120711	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,330 00
22784 112911	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,084 00
22785 113011	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,646 00
22786 120811	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	2,088 00
22797 112911	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,068 00
22798 120211	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	2,086 00
22803 113011	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,008 00
22807 112911	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	992 00
22811 120211	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	986 00
22812 120111	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,073 00
22822 120911	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,002 00
22823 120111	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,019 00
22824 120111	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,176 01
22825 120211	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,154 01
22826 120711	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	2,550 00
22827 113011	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,106 00
22828 120811	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,002 00
22829 120711	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	992 00
22834 120511	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,387 00
22835 120711	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	986 00
22841 120111	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,101 00
22843 120611	2914152512 - 5519020 Ownr-Occupied Reconstruction - Vendor - 1st Yr Ins Cst	1,095 00

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Invoice Number	Account Info	Amount
Warrant Total:		29,037.02
Warrant #: VW 00350595	Payee Name: RICHEY INSURANCE AGENCY	
CPC00004130	2914152511 - 5519020 Ownr-Occupied Rehab - Vendor - 1st Yr Ins Cst	556 00
Warrant Total:		556.00
Warrant #: VW 00350610	Payee Name: SHELMARK ENGINEERING L.L.C.	
4784	2914152500 - 5481000 Administration - Contract Service	4,075 00
Warrant Total:		4,075.00
Warrant #: VW 00350632	Payee Name: TEGRITY HOMES, LLC	
1069966	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-4,542 84
1069966	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	45,428 40
1073766	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,459 61
1073766	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	34,596 08
1177466	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,506 03
1177466	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,060 33
12025 FINAL	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,666 37
12025 FINAL	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	36,663 75
1236733	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,532 68
1236733	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,326 82
1236766	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,532 68
1236766	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,326 82
1255066	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,381 99
1255066	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	33,819 92
1258766	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,434 31
1258766	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	34,343 12
1269466	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,553 14
1269466	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	35,531 35
1271466	2914000000 - 2070001 CDBG Housing Program - Contract Payable Retainage	-3,377 47
1271466	2914152512 - 5519010 Ownr-Occupied Reconstruction - Contractor - Construction	33,774 68
Warrant Total:		323,884.15
FUND 2914 TOTAL:		2,271,488.12
FUND: 3120 Limited Tax Cnty Bldg Bds Sr09		
Warrant #: VW 00350412	Payee Name: ARDENT CONSTRUCTION LLC	
9 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retainage	-770 00
9 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	15,400 00
Warrant Total:		14,630.00
Warrant #: VW 00350465	Payee Name: CRESCENT ENGINEERING COMPANY INC	
13 112011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retainage	-8,183 22
13 112011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	163,664 42
Warrant Total:		155,481.20
Warrant #: VW 00350486	Payee Name: FOSTER FENCE CORPORATION	
63073	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retainage	-500 00
63073	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	10,000 00
Warrant Total:		9,500 00

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Invoice Number	Account Info	Amount
Warrant #: VW 00350497	Payee Name: GOLDEN WEST ENTERPRISES INC	
6 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-2,713 2
6 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	54,265 4
	Warrant Total:	51,552.2
Warrant #: VW 00350507	Payee Name: GURRY MECHANICAL L.P.	
12 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-241 5
12 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	4,831 04
	Warrant Total:	4,589.4
Warrant #: VW 00350518	Payee Name: HUGH PATRICK CONSTRUCTORS	
17 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	83,268 64
	Warrant Total:	83,268.64
Warrant #: VW 00350523	Payee Name: J W KELSO COMPANY INC	
205004A	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-825 76
205004A	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	16,515 15
205005E	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-1,140 00
205005E	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	22,800 00
205007C 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-2,986 40
205007C 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	59,728 00
205010D	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-4,664 43
205010D	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	93,288 66
	Warrant Total:	182,715.22
Warrant #: VW 00350527	Payee Name: JOE AGUIRRE TILE INC	
7 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-2,086 91
7 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	41,738 22
	Warrant Total:	39,651.31
Warrant #: VW 00350566	Payee Name: MILAM AND COMPANY PAINTING INC	
7 112511	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-3,336 50
7 112511	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	66,730 00
	Warrant Total:	63,393.50
Warrant #: VW 00350567	Payee Name: MITCHELL CHUOKE PLUMBING CO	
4 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-1,115 59
4 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	22,311 85
	Warrant Total:	21,196.26
Warrant #: VW 00350575	Payee Name: NETWORK CABLING SERVICES INC	
4 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-485 28
4 113011	3120179135 - 5740002 Mid-County Annex - Special Equipment	9,705 51
	Warrant Total:	9,220.23
Warrant #: VW 00350593	Payee Name: R W LUCAS CONSTRUCTION LLC	
4 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-9,874 96
4 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	197,499 28
	Warrant Total:	187,624.32
Warrant #: VW 00350604	Payee Name: SCHNEIDER ELECTRIC BUILDINGS AMERICAS	
6 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retain	-1,096 60

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Invoice Number	Account Info	Amount
6 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	21,932.0
Warrant Total:		20,835.4
Warrant #: VW 00350652	Payee Name: URBAN CONCRETE CONTRACTORS LTD	
9 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-1,210.3
9 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	24,206.3
Warrant Total:		22,996.0
Warrant #: VW 00350659	Payee Name: VEAZEY ENTERPRISES INC	
11 113011	3120000000 - 2070001 Limited Tax Cnty Bldg Bds Sr09 - Contract Payable Retaina	-377.1
11 113011	3120179135 - 5722000 Mid-County Annex - Construction Bldg Capital Outl	7,542.6
Warrant Total:		7,165.4
FUND 3120 TOTAL:		873,819.29
FUND: 3312 Unltd Tax Road Bonds Sr 2009		
Warrant #: VW 00350398	Payee Name: AAA ASPHALT PAVING INC	
6 093011	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-132.11
6 093011	3312312112 - 5731140 County Road - Caroline	2,641.96
RET 113011	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	35,838.83
Warrant Total:		38,348.71
Warrant #: VW 00350411	Payee Name: ANGEL BROTHERS ENTERPRISES LTD	
1 103111	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	-14,717.69
1 103111	3312312111 - 5731117 Non-County Roads - Louisiana	294,353.75
Warrant Total:		279,636.06
Warrant #: VW 00350441	Payee Name: BROWN & GAY ENGINEERS, INC.	
1111144	3312312111 - 5731173 Non-County Roads - 6th Street	14,619.65
Warrant Total:		14,619.65
Warrant #: VW 00350526	Payee Name: JAMES CONSTRUCTION GROUP LLC	
7 RET	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	17,385.57
Warrant Total:		17,385.57
Warrant #: VW 00350565	Payee Name: METRO CITY CONSTRUCTION LP	
22711 RET	3312000000 - 2070001 Unltd Tax Road Bonds Sr 2009 - Contract Payable Retainage	105,977.81
Warrant Total:		105,977.81
Warrant #: VW 00350651	Payee Name: UNION PACIFIC RAILROAD COMPANY	
90022838	3312312112 - 5731137 County Road - Deats Rd	19,402.68
Warrant Total:		19,402.68
FUND 3312 TOTAL:		475,370.48
FUND: 3315 Galv Causeway RR Bridge Proj		
Warrant #: VW 00350589	Payee Name: Q C LABORATORIES INC	
1138746	3315313200 - 5722903 Causeway Railroad Bridge Prj - Owners Contingency	243.00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/13/2011

Invoice Number	Account Info	Amount
Warrant Total:		243.00
FUND 3315 TOTAL:		243.00
FUND: 3370 Ltd Tax Flood Control Bds Sr09		
Warrant #: VW 00350526	Payee Name: JAMES CONSTRUCTION GROUP LLC	
7 RET	3370000000 - 2070001 Ltd Tax Flood Control Bds Sr09 - Contract Payable Retain	94,376.66
Warrant Total:		94,376.66
FUND 3370 TOTAL:		94,376.66
FUND: 6123 Group, Wrks' Comp, Unemplmnt Ins		
Warrant #: VW 00350428	Payee Name: BAZAMAN, HARVEY	
RMB	6123000010 - 4433010 General Government - Premium Paid by Employee	189.99
Warrant Total:		189.99
Warrant #: VW 00350521	Payee Name: INTERFACE EAP INC	
C027M1011	6123155021 - 5491704 Group Insurance - Employee Assistance Program	3,590.65
C027M1111	6123155021 - 5491704 Group Insurance - Employee Assistance Program	3,602.75
C027M1211	6123155021 - 5491704 Group Insurance - Employee Assistance Program	3,597.05
Warrant Total:		10,790.45
Warrant #: VW 00350619	Payee Name: STANDARD INSURANCE CO	
OCT 2011	6123155021 - 5491737 Group Insurance - Life Insurance Premiums	5,135.00
SEP 2011	6123155021 - 5491737 Group Insurance - Life Insurance Premiums	5,135.00
Warrant Total:		10,270.00
Warrant #: VW 00350634	Payee Name: TEXAS ASSOCIATION OF COUNTIES	
840	6123155015 - 5155000 Unemployment - Unemployment Benefits	191,362.60
Warrant Total:		191,362.60
FUND 6123 TOTAL:		212,613.04
FUND: 6130 Self Insurance Reserve Fund		
Warrant #: VW 00350524	Payee Name: JAHN-GALVESTON INSURANCE AGENCY INC	
928 113011	6130151431 - 5491725 General Self Insurance - Insurance Property	43,000.00
Warrant Total:		43,000.00
Warrant #: VW 00350576	Payee Name: NORMAN INSURANCE AGENCY	
204448	6130151431 - 5491701 General Self Insurance - Insurance Emp Blanket Bonds	50.00
Warrant Total:		50.00
Warrant #: VW 00350638	Payee Name: TEXAS LAWYERS INSURANCE EXCHANGE	
2012 DUPUY C M	6130151431 - 5491701 General Self Insurance - Insurance Emp Blanket Bonds	1,500.00
2012 GRADY J H	6130151431 - 5491701 General Self Insurance - Insurance Emp Blanket Bonds	1,500.00
2012 MALLIA W J	6130151431 - 5491701 General Self Insurance - Insurance Emp Blanket Bonds	1,500.00

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/13/2011

<u>Invoice Number</u>	<u>Account Info</u>	<u>Amount</u>
Warrant Total:		4,500.00
FUND 6130 TOTAL:		47,550.00
FUND: 7605 Escrow Fund		
Warrant #: VW 00350492	Payee Name: GELB, JEFFREY	
006TX0572 RESALE	7605000000 - 2490682 Escrow Fund - Resale 06TX0572	355.90
Warrant Total:		355.90
Warrant #: VW 00350621	Payee Name: STATE OF TEXAS	
OCT 11 VICT COMP	7605000000 - 2476099 Escrow Fund - Victims Auxiliary Fund	2,014.61
Warrant Total:		2,014.61
Warrant #: VW 00350635	Payee Name: TEXAS DEPARTMENT OF HEALTH	
THROUGH 113011	7605000000 - 2476036 Escrow Fund - Cntrl Adoption Reg FC 108 006	105.00
Warrant Total:		105.00
Warrant #: VW 00350640	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
NOV 11 JP2 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	600.20
Warrant Total:		600.20
Warrant #: VW 00350641	Payee Name: TEXAS PARKS AND WILDLIFE DEPT	
NOV 11 JP5 FEES	7605000000 - 2476007 Escrow Fund - Tx Parks & Wildlife Fines 85%	1,835.15
Warrant Total:		1,835.15
Warrant #: VW 00350663	Payee Name: WALMART	
221336 120511	7605000000 - 2473030 Escrow Fund - CO Crt Restit-Due to Victims	20.00
Warrant Total:		20.00
FUND 7605 TOTAL:		4,930.87

Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/13/2011

Summary of All Funds

<u>Fund</u>	<u>Amount</u>
1101 General Fund	849,902 46
2131 DA Seized Funds Afte Aft 10/89	180 00
2211 Law Library	758 93
2212 Mediation Services Prog Fund	300 00
2220 Adult Probation Fund	1,195 86
2230 Juvenile Justice Fund	6,479 59
2250 Law Enforcement Education Fund	295 00
2301 Road & Bridge Fund	48,129 26
2370 Flood Control Fund	12,221 13
2410 Mosquito Control District Fund	655 66
2420 Indigent Health Care Fund	84,119 86
2501 Child Welfare Fund	148 98
2601 Beach & Parks Fund	12.75
2824 Adult Probation Community	5,595 00
2841 Juvenile Probation-State Aid	26,876 23
2864 Auto Crimes Task Force Grant	366 79
2893 HMGP - IKE	134,000 00
2914 CDBG Housing Program	2,271,488 12
3120 Limited Tax Cnty Bldg Bds Sr09	873,819 29
3312 Unltd Tax Road Bonds Sr 2009	475,370 48
3315 Galv Causeway RR Bridge Proj	243 00
3370 Ltd Tax Flood Control Bds Sr09	94,376 66
6123 Group,Wrks'Comp,Unemplmnt Ins	212,613.04
6130 Self Insurance Reserve Fund	47,550 00
7605 Escrow Fund	4,930 87
Grand Total:	<u>5,151,628.96</u>

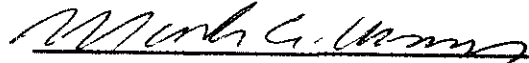
Galveston County, Texas

List of County Auditor's Approved Claims For Voucher Warrants Dated 12/13/2011

Approved Order to pay by Commissioners Court this day December 13 2011.



Cliff Billingsley, County Auditor



Mark A. Henry, Galveston County Judge



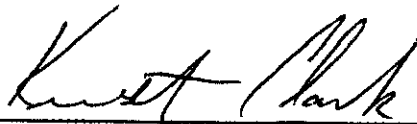
Patrick Doyle, Galveston County Commissioner, Pct 1



Kevin D. O'Brien, Galveston County Commissioner, Pct 2

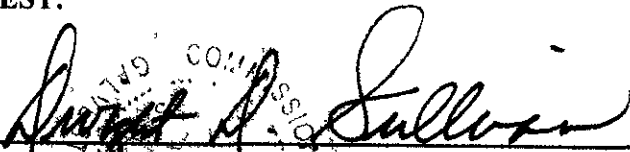


Stephen D. Holmes, Galveston County Commissioner, Pct 3

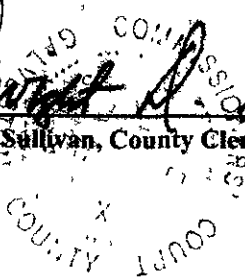


Kenneth Clark, Galveston County Commissioner, Pct 4

ATTEST:



Dwight D. Sullivan, County Clerk



Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350398	704323	AAA ASPHALT PAVING INC	12/13/11	38,348.71	MW	OH	
AP00350399	702471	ABL MANAGEMENT INC	12/13/11	20,778.94	MW	OH	
AP00350400	706405	ACHARYA MD PA,SID	12/13/11	6.68	MW	OH	
AP00350401	713693	ADOBE TITLE	12/13/11	20.00	MW	OH	
AP00350402	VOID CONTINU	VOID - Continued Stub	12/13/11	0.00	VM	OH	Void
AP00350403	013524	ALERT ALARM BURG AND FIRE PRO	12/13/11	5,070.00	MW	OH	
AP00350404	707487	ALTAMIRANO, RUDY	12/13/11	88.77	MW	OH	
AP00350405	709609	AMERICAN BARCODE AND RFID	12/13/11	518.10	MW	OH	
AP00350406	711832	AMERICAN HOME BUILDERS INC	12/13/11	327,965.49	MW	OH	
AP00350407	711548	AMERICAN HOMESTAR CORPORATION	12/13/11	357,267.00	MW	OH	
AP00350408	709811	AMERIWASTE OF TEXAS LLC	12/13/11	408.63	MW	OH	
AP00350409	702478	AMERSON, RODGER DAN	12/13/11	300.00	MW	OH	
AP00350410	013342	ANESTHESIA ASSOCIATES LLP	12/13/11	940.01	MW	OH	
AP00350411	702078	ANGEL BROTHERS ENTERPRISES LT	12/13/11	279.636.06	MW	OH	
AP00350412	710983	ARDENT CONSTRUCTION LLC	12/13/11	14,630.00	MW	OH	
AP00350413	713977	ARGOS IOM SERVICES LP	12/13/11	1,020.30	MW	OH	
AP00350414	704093	ASTIN, JULIE A	12/13/11	72.15	MW	OH	
AP00350415	712485	AUTOZONE INC	12/13/11	301.06	MW	OH	
AP00350416	712112	B&MS CONSTRUCTION INC	12/13/11	18,609.62	MW	OH	
AP00350417	710718	B L ALEXANDER ENTERPRISES IN	12/13/11	465.00	MW	OH	
AP00350418	712386	BAHEC LLC	12/13/11	1,859.31	MW	OH	
AP00350419	709910	BAARNETT, STEPHANIE B	12/13/11	890.50	MW	OH	B7
AP00350420	711300	BARRIER REEF EMERGENCY PHYSIC	12/13/11	331.99	MW	OH	
AP00350421	713998	BASDEN, BART	12/13/11	8.00	MW	OH	
AP00350422	710853	BAY AREA ANESTHESIA SERVICES	12/13/11	361.03	MW	OH	
AP00350423	710853	BAY AREA ANESTHESIA SERVICES	12/13/11	108.31	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel	To Note
AP00350424	710831	BAY AREA HOUSTON GASTROENTERO	12/13/11	709 11	MW	OH		
AP00350425	710831	BAY AREA HOUSTON GASTROENTERO	12/13/11	1,715 02	MW	OH		
AP00350426	710831	BAY AREA HOUSTON GASTROENTERO	12/13/11	1,791 69	MW	OH		
AP00350427	026047	BAYGAS INC	12/13/11	64 53	MW	OH		
AP00350428	021238	BAZAMAN, HARVEY	12/13/11	189 99	MW	OH		
AP00350429	710073	BECK DISASTER RECOVERY INC	12/13/11	134,000 00	MW	OH		
AP00350430	431686	BEELER MANSKE CLINIC LLP	12/13/11	29 94	MW	OH		
AP00350431	712283	BEHRANA, SONIA	12/13/11	325 00	MW	OR	B7	
AP00350432	712019	BELL, PAULA	12/13/11	95 88	MW	OR		
AP00350433	401969	BENNETT, JAMES M	12/13/11	3,960 25	MW	OR	B7	
AP00350434	713972	BETTISON, DENNIS R	12/13/11	23 00	MW	OH		
AP00350435	700686	BFI WASTE SERVICES OF TEXAS L	12/13/11	1,315 23	MW	OH		
AP00350436	711795	BGB INTERESTS LP	12/13/11	26,169 07	MW	OH		
AP00350437	712831	BILL III, ALEX	12/13/11	195 00	MW	OH	B7	
AP00350438	705535	BLEYL, AMY RUTH WILSON	12/13/11	162 50	MW	OH	B7	
AP00350439	709220	BOON CHAPMAN BENEFIT ADMINIST	12/13/11	11 280 25	MW	OH		
AP00350440	024240	BROOKSIDE EQUIP SALES INC	12/13/11	167 15	MW	OH		
AP00350441	711498	BROWN & GAY ENGINEERS, INC	12/13/11	14,619 65	MW	OH		
AP00350442	709370	BROWN, ADAM BANKS	12/13/11	4,147 00	MW	OH	B7	
AP00350443	712308	BURGHLI HOMES PROMENADE HOMES	12/13/11	440,235 57	MW	OH		
AP00350444	701322	C JOHNNY ON THE SPOT INC	12/13/11	1 460 00	MW	OH		
AP00350445	713970	CAPITAL BANK	12/13/11	5 00	MW	OH		
AP00350446	409832	CARELTON COURTYARD APTS	12/13/11	100 00	MW	OH	RE	
AP00350447	706200	CASTILLO, MARK A	12/13/11	552 50	MW	OH	B7	
AP00350448	706933	CEDRICK L MUHAMMAD PC	12/13/11	5,053 75	MW	OH	B7	
AP00350449	713160	CELEBRITY TITLE	12/13/11	128 00	MW	OH		

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350450	708965	CENTURY ASPHALT LTD	12/13/11	1,838.70	MW	OH	
AP00350451	712288	CHANG MD PA, BILL K	12/13/11	582.68	MW	OH	
AP00350452	401934	CHCA MAINLAND LP	12/13/11	395.00	MW	OH	
AP00350453	712596	CHERRY CRUSHED CONCRETE	12/13/11	3,691.48	MW	OH	
AP00350454	706090	CITY BANK USA N A	12/13/11	115.96	MW	OH	
AP00350455	033985	CITY OF GALVESTON	12/13/11	16,449.85	MW	OH	
AP00350456	712035	CLEAR LAKE PATHOLOGY PARTNERS	12/13/11	112.53	MW	OH	
AP00350457	710741	CLEAR LAKE SURGICARE LTD	12/13/11	300.00	MW	OH	
AP00350458	713147	CLINICAL PATHOLOGY LABORATORI	12/13/11	167.44	MW	OH	
AP00350459	709601	COASTAL GASTROENOLGY ASSOCIA	12/13/11	117.74	MW	OH	
AP00350460	702713	COCHRAN, WINSTON E JR	12/13/11	195.00	MW	OH	B7
AP00350461	034124	COLE PH D , COLLIER M	12/13/11	5,595.00	MW	OH	
AP00350462	713945	COMMONWEALTH LAND TITLE INSUR	12/13/11	116.00	MW	OH	
AP00350463	713187	CONSTELLATION POINTE	12/13/11	100.00	MW	OH	RE
AP00350464	705337	CONZ, GLORIA	12/13/11	450.00	MW	OH	
AP00350465	709896	CRESCENT ENGINEERING COMPANY	12/13/11	155,481.20	MW	OH	
AP00350466	701394	DARLING INTERNATIONAL INC	12/13/11	35.00	MW	OH	
AP00350467	403281	DAVID P WALKER PC	12/13/11	162.50	MW	OH	B7
AP00350468	711809	DAVIS III, NEAL	12/13/11	250.00	MW	OH	B7
AP00350469	710679	DAVISON, AMRI	12/13/11	126.64	MW	OH	
AP00350470	706153	DIAZ, MARK A	12/13/11	682.50	MW	OH	B7
AP00350471	043216	DICKINSON IND SCHOOL DISTRICT	12/13/11	872.48	MW	OH	
AP00350472	711931	DSW HOMES LLC	12/13/11	743.409.96	MW	OH	
AP00350473	701181	DUCOTE, JEREMY B	12/13/11	1,430.00	MW	OH	B7
AP00350474	713843	DUNTEEN, WILBUR H	12/13/11	28.00	MW	OH	
AP00350475	405028	ENTERGY	12/13/11	19.19	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350476	713968	EQUIFAX SETTLEMENT SERVICES L	12/13/11	40 00	MW	OH	
AP00350477	403437	EXXON CREDIT CARD CENTER	12/13/11	366 79	MW	OH	
AP00350478	711189	FANNING AND FANNING PLLC	12/13/11	1 592 50	MW	OH	B7
AP00350479	713957	FARNER & PERRIN LLP	12/13/11	100 00	MW	OH	
AP00350480	410365	FAUS, SALVADOR	12/13/11	1,800 00	MW	OH	B7
AP00350481	704666	FEATHERLY, CHRISTINA	12/13/11	93 84	MW	OH	
AP00350482	711019	PINEGAN, SAMUEL K	12/13/11	520 00	MW	OH	B7
AP00350483	709477	FISHER, DENA LAURA	12/13/11	2 912 50	MW	OH	B7
AP00350484	711912	FORT PC, M BRUCE	12/13/11	351 00	MW	OH	B7
AP00350495	713973	FOSTER & ASSOCIATES INC	12/13/11	8 00	MW	OH	
AP00350486	705781	FOSTER FENCE CORPORATION	12/13/11	9 500 00	MW	OH	
AP00350487	704959	FOUR SEASONS EQUIPMENT INC	12/13/11	1 354 51	MW	OH	
AP00350488	713056	FREEDMAN & PRICE PC	12/13/11	10 00	MW	OH	
AP00350489	704440	FULK, GEORGE BYRON	12/13/11	1,365 00	MW	OH	B7
AP00350490	713971	FULTON FRIEDMAN & GULLACE LLP	12/13/11	30 00	MW	OH	
AP00350491	071407	GALVESTON COUNTY WCID #8	12/13/11	569 47	MW	OH	
AP00350492	701571	GELB, JEFFREY	12/13/11	859 66	MW	OH	B7
AP00350493	706770	GHOGOMU, WILLIAM T	12/13/11	1,275 00	MW	OH	B7
AP00350494	714138	GILLESPIE JEFF	12/13/11	90 00	MW	OH	
AP00350495	703986	GILLMAN MICHAEL DAVID	12/13/11	3,569 57	MW	OH	B7
AP00350496	712818	GODINICH MD PA, MARY JO	12/13/11	563 62	MW	OH	
AP00350497	705566	GOLDEN WEST ENTERPRISES INC	12/13/11	51 552 21	MW	OH	
AP00350498	708298	GOLDSBERRY & ASSOCIATES PLLC	12/13/11	222 50	MW	OH	B7
AP00350499	713574	GRADY, PATRICIA V	12/13/11	87 30	MW	OH	
AP00350500	709134	GRAHAM, CARMEN A	12/13/11	370 50	MW	OH	B7
AP00350501	706411	GREATER HOUSTON EMERGENCY PHY	12/13/11	1,419 45	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350502	706411	GREATER HOUSTON EMERGENCY PHY	12/13/11	79.62	MW	OH	
AP00350503	706411	GREATER HOUSTON EMERGENCY PHY	12/13/11	159.24	MW	OH	
AP00350504	713797	GREATER HOUSTON RADIATION ONC	12/13/11	33.27	MW	OH	
AP00350505	713990	GUERRERO, MICHAEL	12/13/11	40.15	MW	OH	
AP00350506	701592	GULF COAST CENTURY	12/13/11	700.00	MW	OH	
AP00350507	712770	GURRY MECHANICAL L P	12/13/11	4,589.45	MW	OH	
AP00350508	713980	GUTIERREZ, CLAUDIA	12/13/11	27.38	MW	OH	
AP00350509	712585	HAENCHEN, ELIZABETH RAY	12/13/11	56.60	MW	OH	
AP00350510	403591	HANSEN, JUDY	12/13/11	1,263.00	MW	OH	B7
AP00350511	081901	HARDING, LAYNE	12/13/11	90.00	MW	OH	
AP00350512	702878	HEAT TRANSFER SOLUTIONS INC	12/13/11	425.00	MW	OH	
AP00350513	712993	HENRY, MARK	12/13/11	49.95	MW	OH	
AP00350514	705115	HENRY THERESA	12/13/11	877.50	MW	OH	B7
AP00350515	713255	HESSE, DAVID C	12/13/11	975.00	MW	OH	B7
AP00350516	710193	HI-WAY EQUIPMENT COMPANY LLC	12/13/11	1,383.23	MW	OH	
AP00350517	432358	HIRSCH PHD, VICTOR	12/13/11	100.00	MW	OH	
AP00350518	705379	HUGH PATRICK CONSTRUCTORS	12/13/11	83,268.64	MW	OH	
AP00350519	707488	IBRAHIM & ELLIOTT LLP	12/13/11	520.00	MW	OH	B7
AP00350520	706409	INPATIENT CONSULTANTS OF TEXA	12/13/11	947.95	MW	OH	
AP00350521	400917	INTERFACE EAP INC	12/13/11	10,790.45	MW	OH	
AP00350522	711580	ISI CONTROLS LTD	12/13/11	2,026.50	MW	OH	
AP00350523	701901	J W KELSO COMPANY INC	12/13/11	182,715.22	MW	OH	
AP00350524	409049	JAHN-GALVESTON INSURANCE AGEN	12/13/11	43,000.00	MW	OH	
AP00350525	409049	JAHN-GALVESTON INSURANCE AGEN	12/13/11	29,037.02	MW	OH	
AP00350526	713080	JAMES CONSTRUCTION GROUP LLC	12/13/11	111,762.23	MW	OH	
AP00350527	400471	JOE AGUIRRE TILE INC	12/13/11	39,651.31	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350528	701979	JONES LAW FIRM	12/13/11	845 00	MW	OH	B7
AP00350529	701243	JONES, STACEY LEE	12/13/11	617 50	MW	OH	B7
AP00350530	705333	KASSBOHRER ALL TERRAIN VEHICL	12/13/11	115 08	MW	OH	
AP00350531	704638	KAUFMANN, CHARLES R	12/13/11	780 00	MW	OH	B7
AP00350532	709556	KOCUREK MD, ALBERT T	12/13/11	55 41	MW	OH	
AP00350533	114041	KROGER CO, THE	12/13/11	148 98	MW	OH	
AP00350534	407886	LABORATORY CORPORATION OF AME	12/13/11	716 69	MW	OH	
AP00350535	711176	LAW OFFICE OF CS HALL PLLC	12/13/11	145 75	MW	OH	B7
AP00350536	704053	LAW OFFICE OF LANELLE O'CONNOR	12/13/11	1 177 50	MW	OH	B7
AP00350537	710869	LAW OFFICE OF LINDSAY R LOPEZ	12/13/11	130 00	MW	OH	B7
AP00350538	710748	LAW OFFICES OF J MICHAEL HUGH	12/13/11	182 00	MW	OH	B7
AP00350539	712917	LAW OFFICES OF MARCUS J FLEM	12/13/11	715 00	MW	OH	B7
AP00350540	705777	LEATHERS, BILL	12/13/11	536 25	MW	OH	B7
AP00350541	123026	LIGGIOS TIRE AND SERVICE CENT	12/13/11	13 00	MW	OH	
AP00350542	707090	LINEBARGER GOGGAN BLAIR & SAM	12/13/11	272 55	MW	OH	
AP00350543	707090	LINEBARGER GOGGAN BLAIR & SAM	12/13/11	145 20	MW	OH	
AP00350544	707090	LINEBARGER GOGGAN BLAIR & SAM	12/13/11	3,967 25	MW	OH	
AP00350545	707090	LINEBARGER GOGGAN BLAIR & SAM	12/13/11	2,193 50	MW	OH	
AP00350546	707090	LINEBARGER GOGGAN BLAIR & SAM	12/13/11	4,412 49	MW	OH	
AP00350547	705152	LOVE, PAUL	12/13/11	1,800 00	MW	OH	B7
AP00350548	713527	MAILROOM FINANCE INC	12/13/11	37,235 76	MW	OH	
AP00350549	706407	MAINLAND PATHOLOGY ASSOCIATES	12/13/11	614 51	MW	OH	
AP00350550	706284	MAINLAND PULMONARY ASSOCIATES	12/13/11	760 38	MW	OH	
AP00350551	706406	MAINLAND RADIOLOGICAL ASSOCIA	12/13/11	1,441 61	MW	OH	
AP00350552	709125	MALONEY & PARKS LLP	12/13/11	780 00	MW	OH	B7
AP00350553	714065	MALONEY, ZACHARY S	12/13/11	390 00	MW	OH	B7

Check	Payee ID	Payee Name	Date	Cneck Amount	Type	Subs	Rel To Note
AP00350554	710378	MARTIN THOMAS A	12/13/11	65 00	MW	OH	B7
AP00350555	704124	MASTER WORD SERVICE INC	12/13/11	108 80	MW	OH	
AP00350556	705424	MATHESON TRI-GAS INC	12/13/11	90 11	MW	OH	
AP00350557	407317	MATTHEW BENDER & COMPANY INC	12/13/11	856 95	MW	OH	
AP00350558	401374	MAUZY, BRUCE	12/13/11	338 00	MW	OH	B7
AP00350559	705185	MCBRIDE LAW FIRM	12/13/11	260 00	MW	OH	B7
AP00350560	712267	MCQUAGE PC, THOMAS W	12/13/11	3,782 50	MW	OH	
AP00350561	707872	MEDICAL DIAGNOSTIC LABORATORI	12/13/11	373 32	MW	OH	
AP00350562	712994	MEMORIAL HERMANN HOSPITAL SYS	12/13/11	22 087 60	MW	OH	
AP00350563	711185	MEMORIAL RADIOLOGY ASSOCIATES	12/13/11	329 59	MW	OH	
AP00350564	404466	METRO CITY CONSTRUCTION LP	12/13/11	105 977 81	MW	OH	
AP00350565	712341	MILAM AND COMPANY PAINTING IN	12/13/11	63,393 50	MW	OH	
AP00350566	705575	MITCHELL CHUOKE PLUMBING CO	12/13/11	21,196 26	MW	OH	
AP00350567	032250	MJ BABA MD PA	12/13/11	766 39	MW	OH	
AP00350568	711531	MORGAN, LE'NARD D	12/13/11	128 21	MW	OH	
AP00350569	706214	MORRIS, PHILLIP W	12/13/11	1,145 00	MW	OH	B7
AP00350570	710357	MUNRO'S UNIFORM SERVICES LTD	12/13/11	712 41	MW	OH	
AP00350571	710385	MUSTANG TRACTOR & EQUIPMENT C	12/13/11	307 08	MW	OH	
AP00350572	404669	NAJER, MAURICE	12/13/11	698 75	MW	OH	B7
AP00350573	705888	NELSON ERIK	12/13/11	1,800 00	MW	OH	B7
AP00350574	713518	NETWORK CABLING SERVICES INC	12/13/11	9,220 23	MW	OH	
AP00350575	705360	NORMAN INSURANCE AGENCY	12/13/11	50 00	MW	OH	
AP00350576	700252	NORRIS, BRENT T	12/13/11	37 19	MW	OH	
AP00350577	144261	OFFICE DEPOT INC	12/13/11	4,860 00	MW	OH	
AP00350578	152033	OFFICIAL PAYMENTS CORP	12/13/11	150 00	MW	OH	
AP00350579	700225						

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350580	706281	ORTHOPEDIC CLINIC OF GALVESTO	12/13/11	1,168.52	MW	OH	
AP00350581	711240	PACKARD LINDA	12/13/11	355.00	MW	OH	
AP00350582	409712	PARISH, ERVIN R	12/13/11	169.17	MW	OH	
AP00350583	409788	PAT'S	12/13/11	60.00	MW	OH	
AP00350584	706418	PATIENT'S ANESTHESIA GROUP PA	12/13/11	2,154.44	MW	OH	
AP00350585	711436	PEGASUS SCHOOLS INC	12/13/11	18,212.70	MW	OH	
AP00350586	709307	PINNACLE MEDICAL MANAGEMENT C	12/13/11	1,536.00	MW	OH	
AP00350587	714006	PRICE, JUDGE FRANY C	12/13/11	4,577.76	MW	OH	B7
AP00350588	703165	PRODUCTIVITY CENTER INC	12/13/11	295.00	MW	OH	
AP00350589	712275	Q C LABORATORIES INC	12/13/11	243.00	MW	OH	
AP00350590	711312	QUEST DIAGNOSTICS CLINICAL LA	12/13/11	1,429.18	MW	OH	
AP00350591	705753	QUINTANILLA, DONNIE	12/13/11	357.50	MW	OH	B7
AP00350592	175026	QUINTANILLA, ROY M	12/13/11	3,862.44	MW	OH	B7
AP00350593	712886	R W LUCAS CONSTRUCTION LLC	12/13/11	187,624.32	MW	OH	
AP00350594	713999	RICE, SUSAN M P C	12/13/11	16.00	MW	OH	
AP00350595	714134	RICHEY INSURANCE AGENCY	12/13/11	556.00	MW	OH	
AP00350596	405218	RIOS, MARTHA	12/13/11	367.41	MW	OH	
AP00350597	700375	ROUGELY, MIYOSHI	12/13/11	409.20	MW	OH	
AP00350598	710577	RUSSELL, GREG	12/13/11	1,080.00	MW	OH	B7
AP00350599	403785	SAENZ, ALVIN N	12/13/11	487.50	MW	OH	B7
AP00350600	401775	SAFETY KLEEN CORP	12/13/11	263.28	MW	OH	
AP00350601	191023	SANTA FE AUTO PARTS INC	12/13/11	392.16	MW	OH	
AP00350602	700001	SANTA FE SENIOR CITIZENS COUN	12/13/11	500.00	MW	OH	
AP00350603	710051	SARGENT, CRYSTAL	12/13/11	705.79	MW	OH	
AP00350604	704614	SCHNEIDER ELECTRIC BUILDINGS	12/13/11	20,835.40	MW	OH	
AP00350605	702664	SCHWAB, TAYLOR	12/13/11	422.50	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350606	701888	SCOTT, SHELBY	12/13/11	1,665 00	MW	OH	B7
AP00350607	711834	SEARS & BENNETT LLP	12/13/11	1,430 00	MW	OH	B7
AP00350608	192146	SEASIDE ENTERPRISES INC	12/13/11	77 86	MW	OH	
AP00350609	192161	SHATTUCK, BOB	12/13/11	100 00	MW	OH	B7
AP00350610	711193	SHELMARK ENGINEERING L L C	12/13/11	4,075 00	MW	OH	
AP00350611	405858	SHELTERING HARBOUR	12/13/11	8,295 00	MW	OH	
AP00350612	714002	SILVA LILLIAN	12/13/11	30 00	MW	OH	
AP00350613	705135	SIMPLEXGRINNELL LP	12/13/11	399 00	MW	OH	
AP00350614	707050	SO J MFG LLC	12/13/11	1,285 22	MW	OH	
AP00350615	408831	SOUTHERN CRUSHED CONCRETE LLC	12/13/11	8,130 07	MW	OH	
AP00350616	713405	SOUTHWEST GALVANIZING INC	12/13/11	225 90	MW	OH	
AP00350617	194837	SOUTHWEST RADIOLOGY ASSN	12/13/11	94 08	MW	OH	
AP00350618	712259	SPACE CITY ANESTHESIA	12/13/11	4,548 62	MW	OH	
AP00350619	500042	STANDARD INSURANCE CO	12/13/11	10 270 00	MW	OH	
AP00350620	713055	STARTEX TITLE CO	12/13/11	10 00	MW	OH	
AP00350621	405006	STATE OF TEXAS	12/13/11	2,014 61	MW	OH	
AP00350622	409104	STEVE'S WAREHOUSE TIRES	12/13/11	30 00	MW	OH	
AP00350623	093039	STEVEN-SHARON CORPORATION	12/13/11	273 60	MW	OH	
AP00350624	194514	STEVENS, MARK W	12/13/11	370 50	MW	OH	B7
AP00350625	432219	STEWART, DELLA L	12/13/11	164 28	MW	OH	
AP00350626	702839	SUHLER DAVID	12/13/11	210 00	MW	OH	B7
AP00350627	713229	SULLIVAN, MISTY	12/13/11	261 41	MW	OH	
AP00350628	405722	SUN COAST RESOURCES INC	12/13/11	53,854 39	MW	OH	
AP00350629	712883	SUNFLOWER FOODS LTD	12/13/11	238 60	MW	OH	
AP00350630	707408	SUNGARD PUBLIC SECTOR INC	12/13/11	337,939 87	MW	OH	
AP00350631	410529	TAYLOR, ANGELA M	12/13/11	1 608 75	MW	OH	B7

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350632	711926	TEGRITY HOMES, LLC	12/13/11	323,884.15	MW	OH	
AP00350633	405881	TEXAS AGRILIFE EXTENSION	12/13/11	10.00	MW	OH	
AP00350634	202671	TEXAS ASSOCIATION OF COUNTIES	12/13/11	191,362.60	MW	OH	
AP00350635	404312	TEXAS DEPARTMENT OF HEALTH	12/13/11	105.00	MW	OH	
AP00350636	710920	TEXAS GULF COAST MEDICAL GROU	12/13/11	34.49	MW	OH	
AP00350637	708583	TEXAS LAW & PSYCHIATRY PLLC	12/13/11	1,200.00	MW	OH	
AP00350638	405297	TEXAS LAWYERS INSURANCE EXCHA	12/13/11	4,500.00	MW	OH	
AP00350639	700849	TEXAS MUNICIPAL COURT JUSTICE	12/13/11	36.00	MW	OH	
AP00350640	202267	TEXAS PARKS AND WILDLIFE DEPT	12/13/11	600.20	MW	OH	
AP00350641	202267	TEXAS PARKS AND WILDLIFE DEPT	12/13/11	1,835.15	MW	OH	
AP00350642	406578	TEXAS STATE UNIVERSITY SAN MA	12/13/11	150.00	MW	OH	
AP00350643	406147	THOMA, JOHN	12/13/11	2,469.50	MW	OH	B7
AP00350644	711965	THORNTON, EDNA EARL	12/13/11	379.92	MW	OH	B7
AP00350645	712967	TOLDEN, MONICA MONIQUE	12/13/11	455.00	MW	OH	B7
AP00350646	700583	TORRES, ROBERTO	12/13/11	845.00	MW	OH	B7
AP00350647	711566	TREVINO, ISMAEL	12/13/11	390.00	MW	OH	B7
AP00350648	711781	TSA - TEXAS SURGICAL ASSOCIAT	12/13/11	263.53	MW	OH	
AP00350649	405980	TURMAN AND ASSOC	12/13/11	747.35	MW	OH	B7
AP00350650	710373	UNGER & HERSHKOWITZ	12/13/11	260.00	MW	OH	B7
AP00350651	713669	UNION PACIFIC RAILROAD COMPAN	12/13/11	19,402.68	MW	OH	
AP00350652	712314	URBAN CONCRETE CONTRACTORS LT	12/13/11	22,995.07	MW	OH	
AP00350653	709761	USA MOBILITY WIRELESS INC	12/13/11	36.64	MW	OH	
AP00350654	402812	UTMB	12/13/11	24,906.85	MW	OH	
AP00350655	402812	UTMB	12/13/11	737.47	MW	OH	
AP00350656	402812	UTMB	12/13/11	800.00	MW	OH	
AP00350657	714001	VAHALIK, CORINNE H	12/13/11	67.00	MW	OH	

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
AP00350658	711049	VALERO REFINING-TEXAS L P	12/13/11	264,416 68	MW	OH	
AP00350659	705576	VEAZEY ENTERPRISES INC	12/13/11	7,165 48	MW	OH	
AP00350660	709039	VICKERY, KAY	12/13/11	36 63	MW	OH	
AP00350661	708752	VOICE4NET COM	12/13/11	50 00	MW	OH	
AP00350662	700362	VULCAN INCORPORATED	12/13/11	250 43	MW	OH	
AP00350663	706298	WALMART	12/13/11	20 00	MW	OH	
AP00350664	709939	WASHING EQUIPMENT OF TEXAS IN	12/13/11	264 49	MW	OH	
AP00350665	700273	WELSH MATTHEW SEAN	12/13/11	1,249 31	MW	OH	
AP00350666	701533	WEST PUBLISHING CORPORATION	12/13/11	1,154 00	MW	OH	
AP00350667	409097	WILLIAMS, MELISSA	12/13/11	155 40	MW	OH	
AP00350668	708753	WILLIAMS, MONICA E	12/13/11	221 00	MW	OH	B7
AP00350669	713849	WILLIAMS, TRACEY	12/13/11	17 76	MW	OH	
AP00350670	712638	WILSON, JOCELYN	12/13/11	567 77	MW	OH	
AP00350671	405396	WOOTEN, THOMAS J	12/13/11	373 75	MW	OH	B7
AP00350672	242016	XEROX CORPORATION	12/13/11	665 31	MW	OH	

S U B T O T A L S

Total Void Machine Written	0 00	Number of Checks Processed	1
Total Void Hand Written	0 00	Number of Checks Processed	0
Total Machine Written	5109 571 77	Number of Checks Processed	274
Total Hand Written	0 00	Number of Checks Processed	0
Total Reversals	0 00	Number of Checks Processed	0
Total Cancelled	0 00	Number of Checks Processed	0

S U B T O T A L 5109,571 77

Galv Cnty Production 12/12/11 O H C H E C K R E G I S T E R CHECK REGISTER Page 12
MON, DEC 12, 2011 1 58 PM ---req DELEON_A---leg GL JL---loc AUDITOR---job 3505599 #S044---pgm BK200 <1 19> rpt id CKREG---

Check	Payee ID	Payee Name	Date	Check Amount	Type	Subs	Rel To Note
FT00000317	161059	BOB PAGAN FORD INC	12/13/11	3,211.95	CX	OH	
FT00000318	071118	GALVESTON NEWSPAPERS INC	12/13/11	38,845.24	CX	OH	

S U B T O T A L S

Total Void Machine Written	0.00	Number of Checks Processed	0
Total Void Hand Written	0.00	Number of Checks Processed	0
Total Machine Written	0.00	Number of Checks Processed	0
Total Hand Written	0.00	Number of Checks Processed	0
Total Reversals	0.00	Number of Checks Processed	0
Total Cancelled	42,057.19	Number of Checks Processed	2

S U B T O T A L

42,057.19

Check Payee ID Payee Name Date Check Amount Type Subs Rel To Note
=====

Total Void Machine Written				0 00	Number of Checks Processed	1
Total Void Hand Written				0 00	Number of Checks Processed	0
Total Machine Written				5109,571 77	Number of Checks Processed	274
Total Hand Written				0 00	Number of Checks Processed	0
Total Reversals				0 00	Number of Checks Processed	0
Total Cancelled				42,057 19	Number of Checks Processed	2
G R A N D T O T A L				5151,628 96		

AGENDA

ITEM

#1b

ORDER

On this the 13th day of December 2011, the Commissioners Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark Henry, County Judge
Patrick Doyle, Commissioner, Precinct No 1
Kevin D O'Brien, Commissioner, Precinct No 2
Stephen Holmes, Commissioner, Precinct No 3
Ken Clark, Commissioner, Precinct No 4 and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had to-wit:

Upon recommendation being received by the County Auditor, IT IS ORDERED that the County Clerk enter this ORDER in the minutes of the Commissioner's Court approving the biweekly payrolls of GALVESTON COUNTY, GALVESTON COUNTY HEALTH DISTRICT, AND GALVESTON COUNTY ROAD DISTRICT NO 1 as are shown on the payroll lists attached hereto and made a part hereof for all intents and purposes for the period ending Dec 7th, 2011 and being salary warrant numbers PY0333057 through PY0333086 and EFT90318923 through EFT90320221. The gross amount of such warrants are estimated \$2,893,988.77 for Biweekly Payroll #25, 2011.

UPON MOTION OF COUNTY ~~COMMISSIONER~~^{JUDGE} HENRY AND SECONDED

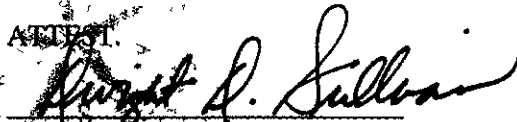
BY COMMISSIONER O'BRIEN THE ABOVE ORDER WAS PASSED THIS 13TH DAY

OF DEC., 2011 with 5 votes cast in favor thereof and 0 votes cast against


COUNTY OF GALVESTON, TEXAS


Mark Henry, County Judge

ATTEST:


Dwight D. Sullivan
County Clerk

RECOMMENDED


Cliff Billingsley, CPA
County Auditor

AGENDA

ITEM

#1c



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P O Box 1418
GALVESTON TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of
Accounting

LaToya Jordan
First Assistant, IT System

December 13, 2011

Honorable Judge Mark A. Henry and
Members of the Commissioners' Court

Honorable Judge and Members of the Court

Attached for your consideration is the internal review report of properties acquired through the Galveston County Hazard Mitigation Buyout Program. The review covered the period January 13, 2010 through November 1, 2011. As of November 1st, 499 properties had been acquired by the County of Galveston.

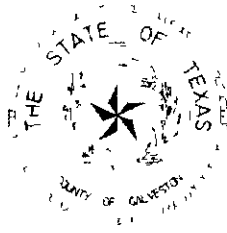
Sincerely,

A handwritten signature in cursive script, reading "Cliff Billingsley", is written over the typed name.

Cliff Billingsley, CPA
County Auditor

cc Mr. Ron Chapa and Mr. Mike Allison

Attachment: Internal Review Report HMGP Buyout Program



THE COUNTY OF GALVESTON
COUNTY AUDITOR'S OFFICE
P.O. Box 1418
GALVESTON, TEXAS 77553

Cliff Billingsley, CPA
County Auditor

Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of
Accounting

LaLoya Jordan
First Assistant, IT System

December 1, 2011

Honorable Judge Mark A. Henry and
Members of the Commissioners' Court

Re: HMGP Buyout Program Internal Audit Review

Honorable Judge and Members of the Court

The Internal Audit Division conducted an internal review of properties acquired through the Galveston County Hazard Mitigation Grant Buyout Program. The internal review covered the period January 13, 2010 through November 1, 2011. The review was performed from November 17, 2011 through November 22, 2011, to ensure all updates from the Galveston County Appraisal District (GCAD) were uploaded into the Galveston County Tax Office recording system, ACT. The 2011 tax roll and property updates were not released from the GCAD until October 2011.

The primary objective of the internal review is to provide reasonable assurance concerning the reliability and integrity of the recordings of acquired properties in the HMGP Buyout Program.

Kristin Bulanek, Internal Auditor III, performed the review.

As of November 1, 2011, 499 properties had been acquired by the County of Galveston through the Buyout Program. The auditor randomly selected 10 percent of the population and validated proper recording of ownership by utilizing the Tax Office recording system, ACT.

All acquired properties tested had the County of Galveston recorded as the owner **except** the following eight properties:

- R177155, R177401, R177845, R178186, R178208, R186385, R213038, and R217395

These properties have recently been acquired by the County, therefore, the documentation has not been completely processed by the GCAD. The average time for processing the acquisition of a property is 60 to 90 days. Internal Audit will continue to monitor these properties to ensure ownership is recorded properly.

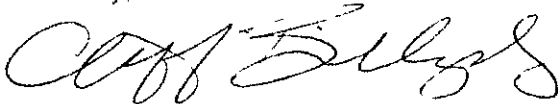
The following property has been incorrectly split by the GCAD into two properties

- R177788

The original property does not have the County of Galveston recorded as the owner, however, the newly created property owner is recorded as the County of Galveston. This finding has been communicated to Galveston County's grant management consultant, Science Applications International Corporation (SAIC)/ Beck Disaster Recovery, Inc (BDR). Furthermore, Internal Audit will continue to monitor this issue to ensure corrective action is taken.

If you have any questions or concerns regarding the review, please contact Ron Chapa, Director of Auditing, at (409) 770-5302 or Kristin Bulanek, Internal Auditor III, at (409) 770-5408.

Sincerely,

A handwritten signature in black ink, appearing to read "Cliff Billingsley", written in a cursive style.

Cliff Billingsley, CPA
County Auditor

AGENDA

ITEM

#1d

GALVESTON COUNTY, TEXAS

**CONDENSED CONDITION OF FUNDS STATEMENT
AT August 31, 2011 (in 000's)**

	Annually-Budgeted Funds		All Other Funds
	General Fund	Other Funds	
Assets and Other Debits			
Cash and Equivalents	\$ 28,520	\$ 54,422	\$ 103,169
Investments	-	-	7,378
Receivables Net	10,029	1,982	15,107
Capital Assets	-	-	411,058
Other Assets	5,101	1,008	919
Other Debits	-	-	363,283
Total Assets and Other Debits	<u>\$ 43,650</u>	<u>\$ 57,411</u>	<u>\$ 900,914</u>
Liabilities Equity and Other Credits			
Liabilities			
Accounts and Other Payables	\$ 2,277	\$ 3,210	\$ 7,823
Other Liabilities	9,146	2,177	7,426
Payable - Restricted Assets	401	33	17,719
Bonds and Long-Term Payables	-	-	363,283
Total Liabilities	<u>11,824</u>	<u>5,421</u>	<u>396,252</u>
Equity	31,826	51,990	93,604
Other Credits	-	-	411,058
Total Liabilities Equity and Other Credits	<u>\$ 43,650</u>	<u>\$ 57,411</u>	<u>\$ 900,914</u>

**CONDENSED BUDGET STATEMENT
AT August 31, 2011 (in 000's)**

	Annually-Budgeted Funds				All Other
	General Fund		Other Funds		Funds
	Budget	Actuals	Budget	Actuals	Actuals
Revenues and Sources	\$ 111 214	\$ 106,046	\$ 64,479	\$ 64,870	\$ 112,064
Expenditures and Uses	134,087	104,602	116,613	64,815	157,799
Net	(22,873)	1,444	(52,134)	54	(45,735)
Equity & Other Credits, Beginning of Year	30,381	30,381	51,936	51,936	550 397
Residual Equity Transfers In	-	-	-	-	-
Residual Equity Transfers Out	-	-	-	-	-
Equity & Other Credits, End of Year	\$ 7,508	\$ 31,826	\$ (198)	\$ 51,990	\$ 504 662

Amounts are expressed in thousands of dollars

This data is unaudited and is presented pursuant to Texas Local Government Code §114.023

Cliff Billingsley, CPA Galveston County Auditor, P O Box 1418, Galveston, Texas 77553-1418

Detailed financial information is available on our Internet web site

<http://www.co.galveston.tx.us/auditor/auditorsoffice/>,

at the County Auditor's Office at 722 Moody 4th Floor, Galveston, Texas, 77550

Chapman, Brandy

From: Trigo, Jennifer

Sent: Monday, November 28, 2011 8:31 AM

To: Andree, Debbie, barbara_schott@co harris tx us, Billingsley, Cliff, Black, Susan, Bock, Brenda, Chapa, Ron, Chapman, Brandy, Cherry, Jane, Clark, Ken, Cox, Lonnie, Criss, Susan, Doyle, Patrick, Ellisor, John, Garner, David, Gilliam, Cindy, Henry, Mark, Holmes, Stephen, ktemple1@swbell net, louispaulsjr@sbcglobal net, Mallia, Wayne, Manning, Diane, maryp@friendswood lib tx us, mneale@sbcglobal net, Modzelewski, Jeff, Ortiz, Mindi, Sanchez, John, Seidl-Smith, Katherine, steve murray@fitchratings com, Trammell, Mel, Walsh, Kevin, Yarbrough, Jan, Yearnd, Denise

Subject: August 2011 Monthly Unaudited Report

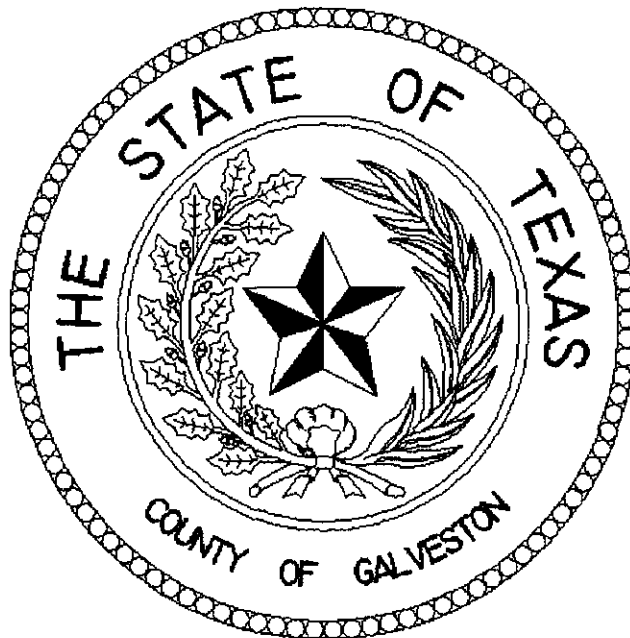
Please note the attached monthly unaudited report for August 2011. Let me know if there are any questions.
Thank you

*Jennifer Trigo
Galveston County Auditor's Office
Accounting Technician
Phone: 409-770-5420*

GALVESTON COUNTY, TEXAS

MONTHLY UNAUDITED FINANCIAL REPORT

August 31, 2017



Prepared By
County Auditor's Office

Cliff Billingsley, C.P.A.
County Auditor

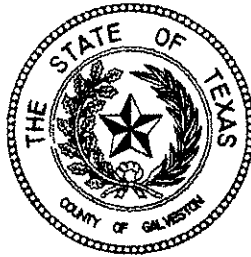
Ron Chapa, CPA
First Assistant, Director of Auditing

Jeff Modzelewski, CPA
First Assistant, Director of Accounting

MEMBERS OF GOVERNMENT FINANCE OFFICERS ASSOCIATION OF THE UNITED STATES AND CANADA
THIS REPORT IS AVAILABLE ON THE INTERNET <http://www.co.galveston.tx.us/auditor/auditorsoffice/>

GALVESTON COUNTY, TEXAS
UNAUDITED MONTHLY FINANCIAL REPORT
August 31, 2011
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County Auditor's Letter of Transmittal	I
Financial Statements:	
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<p>• Footnotes: Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals. Some revenues and expenditures may not be included in the monthly report totals as these amounts did not meet the deadline for month-end reporting.</p>	



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**GALVESTON COUNTY, TEXAS
COUNTY AUDITOR'S OFFICE
P.O. BOX 1418
GALVESTON, TEXAS 77553**

November 21, 2011

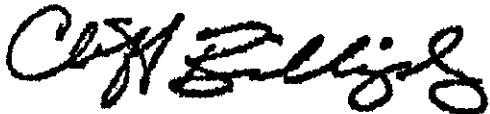
**The Honorable District Judges and the Honorable Members
of the Commissioners' Court:**

The unaudited and unadjusted financial report of Galveston County, Texas, for the month ended August 31, 2011, is hereby submitted as required by Local Governmental Code §114 023 and §114 025

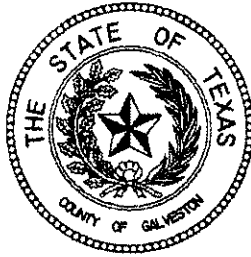
This report is presented in three sections, namely Financial Statements, Schedules and Budget Status

Although this report is self explanatory, please do not hesitate to call the County Auditor's office for more information at (409) 770-5304 This report can be seen on the Internet at <http://www.co.galveston.tx.us/auditor/auditorsoffice/>

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Cliff Billingsley", written in a cursive style.

**Cliff Billingsley, C.P.A.
County Auditor**



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FINANCIAL STATEMENTS

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
08/31/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	GOVERNMENTAL FUND TYPES			PROPERTY FUND TYPES			FIDUCIARY FUND TYPES			ACCOUNT GROUPS	
	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	INTERNAL SERVICE	AGENCY	CAPITAL ASSETS	LONG-TERM DEBT			
ASSETS AND OTHER DEBITS											
Cash and Investments	28,519,634	36,488,784	9,803,034	92,744,166	9,132,838	9,421,786	0	0	0	0	
Cash and Cash Equivalents	0	0	0	0	0	7,377,656	0	0	0	0	
Investments											
Receivables (Net of Allowances for Uncollectibles)											
Interest	0	0	0	0	0	0	0	0	0	0	
Taxes (Note 1)	8,337,691	483,416	1,564,226	0	0	0	0	0	0	0	
Accounts	1,554,873	1,446,053	0	13,414,964	17,710	16,848	0	0	0	0	
Other	136,446	128,173	17,365	0	0	120	0	0	0	0	
Due From Other Funds	5,101,217	99,135	0	0	48,361	0	0	0	0	0	
Inventory at Cost	0	630,056	0	0	0	0	0	0	0	0	
Prepaid Expenditures	0	5,145	0	0	218,885	0	0	0	0	0	
Restricted Assets											
Cash and Cash Equivalents	0	11,340	0	0	0	0	0	0	0	0	
Guardianship Assets	0	0	0	0	0	914,304	0	0	0	0	
Capital Assets											
Land	0	0	0	0	0	0	32,770,530	0	0	0	
Infrastructure	0	0	0	0	0	0	144,359,661	0	0	0	
Buildings	0	0	0	0	0	0	192,825,614	0	0	0	
Improvements Other Than Bldgs	0	0	0	0	0	0	1,321,254	0	0	0	
Equipment	0	0	0	0	0	0	33,140,188	0	0	0	
Construction in Progress	0	0	0	0	0	0	6,640,656	0	0	0	
Amount Avail - Debt Serv Funds	0	0	0	0	0	0	0	9,742,235	0	0	
Amount to be Provided For											
Retirement of Gen L-T Debt	0	0	0	0	0	0	0	344,166,188	0	0	
Compensated Absences	0	0	0	0	0	0	0	4,374,619	0	0	
Notes Payable	0	0	0	0	0	0	0	5,000,000	0	0	
TTL ASSETS & OTHER DEBITS	43,649,861	39,292,102	11,384,625	106,159,130	9,417,794	17,730,713	411,057,903	363,283,041			

Note 1 "Receivables - Taxes" includes amounts both current and delinquent that remain to be collected

Note 2 "Undistr Taxes" (if any) is recent collections

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
08/31/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
ASSETS AND OTHER DEBITS		
Cash and Investments	186,110,242	272,357,012
Cash and Cash Equivalents	7,377,656	9,553,762
Investments		
Receivables (Net of Allowances for Uncollectibles)	0	0
Interest	10,385,333	11,176,166
Taxes (Note 1)	16,450,448	14,250,538
Accounts	282,103	379,989
Other	5,248,713	22,623,382
Due From Other Funds	630,056	621,726
Inventory at Cost	224,030	209,014
Prepaid Expenditures		
Restricted Assets		
Cash and Cash Equivalents	11,340	2,302
Guardianship Assets	914,304	1,577,088
Capital Assets		
Land	32,770,530	27,822,267
Infrastructure	144,359,661	141,492,104
Buildings	192,825,614	188,271,012
Improvements Other Than Bldgs	1,321,254	1,321,254
Equipment	33,140,188	32,502,545
Construction in Progress	6,640,656	3,548,894
Amount Avail - Debt Serv Funds	9,742,235	16,437,775
Amount to be Provided For		
Retirement of Gen L-T Debt	344,166,188	347,880,648
Compensated Absences	4,374,619	4,307,965
Notes Payable	5,000,000	0
TTL ASSETS & OTHER DEBITS	1001975,170	1096335,440

Note 1 "Receivables - Taxes" includes amounts both current and delinquent that remain to be collected

Note 2 "Undistr Taxes" (if any) is recent collections

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
08/31/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	GOVERNMENTAL	FUND TYPES	CAPITAL PROJECTS	INTERNAL SERVICE	AGENCY	CAPITAL ASSETS	GENERAL LONG-TERM DEBT
	SPECIAL REVENUE	DEBT SERVICE					
LIABILITIES, EQUITY AND OTHER CREDITS							
Liabilities							
Accounts Payable	2,277,247	1,310,099	0	63,093	88,511	0	0
Compensated Absences Payable	0	0	0	0	0	0	0
Retainage Payable	175	3,026,247	0	0	0	0	0
Est Liab-Claims/Jdgmts Pyble	0	32,302	0	2,749,500	0	0	0
Due to Others	708,812	123,052	78,164	0	400,750	0	0
Payable From Restr Assets	0	0	0	0	0	0	0
Due to Other Entities	0	0	0	0	15,306,331	0	0
Escrow Deposits/Deposits Held	401,098	541,757	0	0	1,904,385	0	0
Due to Other Funds	99,135	5,118,842	0	0	30,736	0	0
Deferred Revenues (Note 3)	8,337,691	2,102,290	1,564,226	0	0	0	0
Bonds/Other Long-Term Payables	0	0	0	0	0	0	363,283,041
Total Liabilities	11,824,159	12,254,588	1,642,391	2,812,593	17,730,713	0	363,283,041
Equity and Other Credits							
Investment in Gen Fixed Assets	0	0	0	0	0	411,057,903	0
Net Assets - Restricted	0	0	0	201,917	0	0	0
Net Assets - Unrestricted	31,825,702	27,037,514	9,742,235	6,403,284	0	0	0
Fund Balances							
Reserved							
Unreserved							
Ttl Equity & Other Credits	31,825,702	27,037,514	9,742,235	6,605,202	0	411,057,903	0
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	43,649,861	39,292,102	11,384,625	9,417,794	17,730,713	411,057,903	363,283,041

Note 3 "Deferred Revenues" includes taxes receivable, a Mainland Center Hospital judgment, and miscellaneous revenues

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
08/31/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Amounts in Dollars)
(Unaudited)

	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
LIABILITIES, EQUITY AND OTHER CREDITS		
Liabilities		
Accounts Payable	3,745,366	2,414,804
Compensated Absences Payable	0	0
Retainage Payable	6,783,625	7,099,094
Est Liab-Claims/Jdgmts Pyble	2,781,802	3,279,275
Due to Others	1,496,553	2,061,961
Payable From Restr Assets		
Due to Other Entities	15,306,331	16,459,471
Escrow Deposits/Deposits Held	2,847,240	3,588,697
Due to Other Funds	5,248,713	22,623,382
Deferred Revenues (Note 3)	12,004,207	12,726,596
Bonds/Other Long-Term Payables	363,283,041	368,626,387
Total Liabilities	413,496,877	438,879,667

Equity and Other Credits	
Investment in Gen Fixed Assets	411,057,903
Net Assets - Restricted	201,917
Net Assets - Unrestricted	177,218,473
Fund Balances	
Reserved	
Unreserved	
Ttl Equity & Other Credits	588,478,293
	657,455,774

TOTAL LIABILITIES, EQUITY AND OTHER CREDITS	1001975,170	1096335,440
--	-------------	-------------

Note 3 "Deferred Revenues" includes taxes receivable, a Mainland Center Hospital judgment, and miscellaneous revenues

The numbers presented herein might change as a result of the work of the independent auditors

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES
YEAR TO DATE AT 08/31/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Unaudited)

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
REVENUES						
Taxes (Note 4)	\$87,954,579	\$4,163,352	\$27,242,436	\$0	\$119,360,368	\$117,836,123
Licenses and Permits	1,514	2,180,356	0	0	2,181,870	2,204,532
Intergovernmental	4,247,551	60,206,498	3,320,485	45,520,148	113,294,683	71,682,984
Charges for Services	6,335,250	2,590,851	0	0	8,926,102	8,814,083
Fines and Forfeitures	2,121,216	712,993	0	0	2,834,209	3,089,696
Investment Revenue	1,377,709	202,541	144,537	283,753	2,008,541	2,374,267
Other	3,009,052	185,063	0	0	3,194,115	4,493,909
TOTAL REVENUES	105,046,872	70,241,655	30,707,458	45,803,901	251,799,887	210,495,594
EXPENDITURES						
Current Operating						
General Government	42,850,266	27,149,406	0	244,605	70,244,278	48,603,715
Public Safety	31,216,447	34,186,565	0	0	65,403,012	75,882,290
Sanitation	0	0	0	0	0	8,945
Health and Social Services	4,475,733	4,728,614	0	0	9,204,347	9,456,420
Culture and Recreation	2,090,173	546,874	0	0	2,637,047	2,703,220
Conservation	400,496	0	0	0	400,496	396,455
Roads, Bridges, Right-of-Way	0	5,808,261	0	0	5,808,261	4,891,265
Capital Outlay	791,818	15,953,909	0	86,837,481	103,583,209	32,943,746
Bond Issuance Costs	0	0	0	0	0	0
Debt Service						
Principal	0	0	15,620,000	0	15,620,000	10,410,000
Interest and Fiscal Charges	0	0	14,819,827	0	14,819,827	7,190,878
Advance Refunding Escrow	0	0	0	0	0	0
TOTAL EXPENDITURES	81,824,934	88,373,630	30,439,827	87,082,086	287,720,477	192,486,934
Excess (Deficiency) of Revenues Over (Under) Expenditures	23,221,939	(18,131,975)	267,631	(41,278,185)	(35,920,590)	18,008,660
OTHER FINANCING SOURCES (USES)						
Operating Transfers In	957,347	8,346,424	0	6,822,808	16,126,579	21,621,223
Operating Transfers Out	(16,093,908)	(2,759,771)	0	0	(18,853,679)	(23,239,548)
Op Trsfers Out-Component Unit	(6,162,142)	0	0	0	(6,162,142)	(5,279,609)
Bond Discount	0	0	0	0	0	0
Loan Proceeds	0	0	0	0	0	0
Sale of Capital Assets	41,896	35,825	0	0	77,721	147,428
Face Value-LongTerm Debt Issue	0	0	0	0	0	0
Premium-Long Term Debt Issued	0	0	0	0	0	0
Reserves and Other	(520,726)	0	0	0	(520,726)	(206,049)
TTL OTHER FINCING SRCS (USES)	(21,777,532)	5,622,478	0	6,822,808	(9,332,246)	(6,956,555)

(Continued)

GALVESTON COUNTY, TEXAS
MONTHLY COMBINED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES - ALL GOVERNMENTAL FUND TYPES
YEAR TO DATE AT 08/31/2011
WITH PRIOR YEAR TOTALS FOR THE SAME MONTH
(Unaudited)

	GENERAL	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	TOTALS (MEMO ONLY) 2011	TOTALS (MEMO ONLY) PRIOR YEAR
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	1,444,406	(12,509,497)	267,631	(34,455,377)	(45,252,836)	11,052,105
FUND BALANCES BEGINNING OF YEAR	30,381,296	39,547,011	9,474,603	136,665,115	216,068,025	246,028,596
Residual Equity Transfers In	0	0	0	0	0	0
Residual Equity Transfers Out	0	0	0	0	0	0
FUND BALANCES, END OF YEAR	<u>\$31,825,702</u>	<u>\$27,037,514</u>	<u>\$9,742,235</u>	<u>\$102,209,738</u>	<u>\$170,815,189</u>	<u>\$257,080,701</u>

Note 4 "Taxes" is primarily current and delinquent taxes with penalties and interest received to date. Tax revenues were estimated based on prior year actual collections.

The numbers presented herein might change as a result of the work of the independent auditors.

Rounding of cents to whole dollars can cause a slight difference between sums of detail lines and totals.

GALVESTON COUNTY, TEXAS
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
Year to Date at August 31, 2011
With Actual Amounts for the Year to Date at August 31, 2010
(UNAUDITED)

	FY 2011			
	Budget	Actual	Variance Favorable (Unfavorable)	FY 2010 Actual
REVENUES				
Taxes	\$88,951,429	\$87,954,579	(996,850)	\$95,142,989
Licenses and Permits	74,000	1,514	(72,486)	59,354
Intergovernmental	5,725,325	4,247,551	(1,477,774)	4,495,103
Charges for Services	6,985,125	6,335,250	(649,875)	6,106,536
Fines and Forfeitures	2,553,600	2,121,216	(432,384)	2,320,097
Investment	1,451,000	1,377,709	(73,291)	1,403,195
Miscellaneous	4,395,330	3,009,052	(1,386,278)	3,335,617
TOTAL REVENUES	<u>110,135,809</u>	<u>\$105,046,872</u>	<u>(5,088,937)</u>	<u>\$112,862,891</u>
EXPENDITURES				
Current Operating				
General Government	52,509,459	42,850,266	9,659,193	42,236,379
Public Safety	34,777,588	31,216,447	3,561,141	30,228,468
Health and Social Services	5,135,900	4,475,733	660,167	4,385,409
Culture and Recreation	2,853,230	2,090,173	763,057	2,231,736
Conservation	484,700	400,496	84,204	396,455
Capital Outlay	1,331,657	791,818	539,839	1,225,547
TOTAL EXPENDITURES	<u>97,092,534</u>	<u>81,824,934</u>	<u>15,267,600</u>	<u>80,703,995</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>13,043,275</u>	<u>\$23,221,939</u>	<u>10,178,663</u>	<u>32,158,896</u>
OTHER FINANCING SOURCES (USES)				
Transfers In	957,200	957,347	147	1,758,600
Transfers Out	(16,093,908)	(16,093,908)	-	(19,387,510)
Transfers Out Component Unit	(6,222,900)	(6,162,142)	60,758	(5,279,609)
Sale of Capital Assets	121,000	41,896	(79,104)	52,387
Loan Proceeds	-	-	-	-
Reserves and Other	(14,678,052)	(520,726)	14,157,326	(206,049)
TOTAL OTHER FIN SOURCES (USES)	<u>(35,916,660)</u>	<u>(21,777,533)</u>	<u>14,139,127</u>	<u>(23,062,181)</u>
Excess (Deficiency) of Revenues and Other Financing Sources Over (Under) Expenditures and Other Financing Uses	<u>(22,873,385)</u>	<u>1,444,405</u>	<u>24,317,790</u>	<u>9,096,715</u>
Fund Balance, Beginning of Year	<u>30,381,296</u>	<u>30,381,296</u>	<u>-</u>	<u>29,861,707</u>
Fund Balance, End of Month	<u>\$ 7,507,911</u>	<u>\$ 31,825,702</u>	<u>\$ 24,317,790</u>	<u>\$ 38,958,422</u>

GALVESTON COUNTY, TEXAS
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND NET ASSETS - BUDGET AND ACTUAL
Year to Date at August 31, 2011
With Actual Amounts for the Year to Date at August 31, 2010
(UNAUDITED)

	GROUP INSURANCE FUND				WORKERS' COMPENSATION FUND				SELF INSURANCE RESERVE FUND			
	FY 2011		Variance		FY 2011		Variance		FY 2011		Variance	
	Budget	Actual	Favorable (Unfavorable)	FY 2010 Actual	Budget	Actual	Favorable (Unfavorable)	FY 2010 Actual	Budget	Actual	Favorable (Unfavorable)	FY 2010 Actual
REVENUES												
Charges for Services	\$10,784,300	\$10,708,179	\$ (76,121)	\$10,326,966	\$0	\$0	\$ -	\$0	\$0	\$0	\$ -	\$0
Insurance Recovery - County	\$0	\$0	-	\$0	-	\$0	-	\$0	6,000	25,085	19,085	6,355
Reimbursements	\$555,000	\$1,453,031	898,031	\$427,345	12,000	11,000	(1,000)	11,000	-	-	-	-
Miscellaneous	-	\$0	-	\$0	1,000	6,111	5,111	15,489	20,000	21,860	1,860	25,658
TOTAL REVENUES	11,339,300	12,161,210	821,910	10,754,311	13,000	17,111	4,111	26,489	26,000	46,945	20,945	32,013
EXPENDITURES												
Personal Services	-	-	-	-	-	-	-	-	325,500	307,935	17,565	113,504
Contract Services	1,826,600	1,475,472	351,128	1,260,703	120,000	45,175	74,825	54,160	10,000	-	10,000	-
Insurance	805,900	631,675	174,225	1,005,466	-	-	-	-	2,608,500	2,358,600	249,900	2,423,695
Claims Paid	9,439,000	8,718,071	720,929	8,971,390	594,600	421,750	172,850	732,518	-	-	-	-
Other Services and Charges	2,508,000	-	2,508,000	-	696,000	-	696,000	-	631,500	-	631,500	-
TOTAL EXPENDITURES	14,579,500	10,825,217	3,754,283	11,237,559	1,410,600	466,925	943,675	786,678	3,575,500	2,666,535	908,965	2,537,199
Net Income (Loss)	(3,240,200)	1,335,993	4,576,193	(483,247)	(1,397,600)	(449,814)	947,786	(760,189)	(3,549,500)	(2,619,590)	929,910	(2,505,186)
NON-OPERATING REVENUES (EXPENSES)												
Investment Income	6,000	1,419	(4,581)	3,374	400	330	(70)	306	-	-	-	-
Net Income (Loss) Before Transfers	(3,234,200)	1,337,412	4,571,612	(479,873)	(1,397,200)	(449,484)	947,716	(759,883)	(3,549,500)	(2,619,590)	929,910	(2,505,186)
TRANSFERS												
Transfers In	-	-	-	-	527,600	527,600	-	527,600	2,221,000	2,221,000	-	2,045,400
Net Income (Loss)	(3,234,200)	1,337,412	4,571,612	(479,873)	(869,600)	78,116	947,716	(232,283)	(1,328,500)	(398,590)	929,910	(459,786)
TOTAL NET ASSETS - BEGINNING	3,017,398	3,017,398	-	2,995,479	914,378	914,378	-	1,336,959	1,656,488	1,656,488	-	2,256,503
TOTAL NET ASSETS - ENDING	\$ (216,802)	\$ 4,354,810	\$ 4,571,612	\$ 2,515,606	\$ 44,778	\$ 992,494	\$ 947,716	\$ 1,104,676	\$ 327,988	\$ 1,257,898	\$ 929,910	\$ 1,796,717

GALVESTON COUNTY, TEXAS
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND NET ASSETS - BUDGET AND ACTUAL
Year to Date at August 31, 2011
With Actual Amounts for the Year to Date at August 31, 2010
(UNAUDITED)

	FY 2011		FY 2010		Variance Favorable (Unfavorable)
	TOTAL Budget	TOTAL Actual	TOTAL Budget	TOTAL Actual	
REVENUES					
Charges for Services	\$ 10,784,300	10,708,179	\$ 11,308,800	\$10,326,966	\$ (981,834)
Insurance Recovery - County	6,000	25,085	10,100	6,355	(3,745)
Reimbursements	567,000	1,464,031	1,397,000	438,345	(958,655)
Miscellaneous	21,000	27,970	20,000	41,147	21,147
TOTAL REVENUES	11,378,300	12,225,265	12,735,900	10,812,813	(1,923,087)
EXPENDITURES					
Personal Services	325,500	307,935	282,810	113,504	169,306
Contract Services	1,956,600	1,520,646	1,934,600	1,314,863	619,737
Insurance	3,414,400	2,990,274	3,857,100	3,429,161	427,939
Claims Paid	10,033,600	9,139,821	10,519,000	9,703,908	815,092
Other Services and Charges	3,835,500	-	210,000	-	210,000
TOTAL EXPENDITURES	19,565,600	13,958,677	16,803,510	14,561,437	2,242,074
Net Income (Loss)	(8,187,300)	(1,733,411)	(4,067,610)	(3,748,624)	318,987
NON-OPERATING REVENUES (EXPENSES)					
Investment Income	6,400	1,749	7,500	3,680	(3,820)
Net Income (Loss) Before Transfers	(8,180,900)	(1,731,662)	(4,060,110)	(3,744,944)	315,167
TRANSFERS					
Transfers In	2,748,600	2,748,600	3,267,000	2,573,000	(694,000)
Net Income (Loss)	(5,432,300)	1,016,938	(793,110)	(1,171,944)	(378,833)
TOTAL NET ASSETS - BEGINNING	5,588,263	5,588,263	6,588,941	6,588,941	-
TOTAL NET ASSETS - ENDING	\$ 155,963	\$ 6,605,202	\$ 5,795,831	\$ 5,416,997	\$ (378,833)

SCHEDULES



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CLAY COUNTY, MISSISSIPPI

FINANCIAL STATEMENTS FOR THE YEAR ENDING 2011

ASSETS

	REMAINING INTEREST RATES	PRINCIPAL	INTEREST	ACCRETION	TOTAL
Constitutional Bonds					
Tax and Revenue Certificates 1999	5 3/5 4/5 5/5 6	\$ 650,000	\$ 73,923	\$ -	\$ 723,923
Limited Tax Justice Center Bonds 2001	4 4/5 38/5 45/5 50/5 57/5 60/5 62/				
	5 63/5 65/5 66	15,202,062	39,820	27,262,938	42,504,820
Comb Tax & Revn CO 2002	4 375/4 5/4 6/4 7/4 8	2,670,000	323,751	-	2,993,751
Comb Tax & Revn CO 2002A	4 375/4 5/4 6/4 7/4 8	1,915,000	232,514	-	2,147,514
Limited Tax Criminal Justice Bonds 2003A	4 00/4 25	5,375,000	339,956	-	5,714,956
Comb Tax & Revn CO 2003C	3 75/4 0/4 25/4 5/5 25	6,475,000	1,320,088	-	7,795,088
General Obligation '99/01 Refunding 2004	4 00/5 00/5 25/5 50	19,450,000	3,414,863	-	22,864,863
Pass-Through Toll Revenue and Limited Tax	4 125/4 25/4 375/4 5/4 625/4 75	47,905,000	26,351,397	-	74,256,397
General Obligation Refunding	3 5/4 0/4 125/4 25/4 375/4 5				
Bonds Series 2007		86,080,000	41,502,525	-	127,582,525
Combination Tax and Revenue Certificates of	2 81				
Obligation Series 2008		4,200,000	177,031	-	4,377,031
Limited Tax County Building Bonds 2009B	1 248/1 865/2 365/3 007/3 407/3 9/				
	4 2/4 508/4 708/5 905	45,000,000	27,733,536	-	72,733,536
Limited Tax Flood Control Bonds 2009C-1	2 0/2 5/3 0/3 5	5,785,000	831,525	-	6,616,525
Limited Tax Flood Control Bonds 2009C-2	6 205	9,215,000	8,297,481	-	17,512,481
Total Constitutional Bonds		249,922,062	110,638,410	27,262,938	387,823,410
Road Bonds:					
Unlimited Tax Road Bonds 2001	4 4/5 38/5 45/5 50/5 57/5 60/5 62/				
	5 63/5 65/5 66	11,421,372	29,810	20,493,628	31,944,810
Unlimited Tax Road Bonds 2003B	3 75/4 00/4 25/4 50/4 625/4 75/5	8,030,000	4,026,925	-	12,056,925
Unlimited Tax Road Refunding Bonds 2004A	3 50/3 625/4 05/4 50/5 50	9,534,988	1,857,553	740,012	12,132,553
Limited Tax Road Bonds 2009A	1 248/1 865/2 365/3 007/3 407/3 9/4				
	2/4 508/4 708/4 908/5 108/5 308/5 40				
	8/ 6 205	75,000,000	46,351,736	-	121,351,736
Total Road Bonds		103,986,360	52,266,025	21,233,640	177,486,025
Total Bonded Debt		\$ 353,908,422	\$162,904,434	\$ 48,496,578	\$ 565,309,434

FISCAL YEAR

	PRINCIPAL	INTEREST	ACCRETION	TOTAL
2011	\$ 15,620,000	\$ 14,815,670	\$ -	\$ 30,435,670
2012	16,539,988	14,289,247	740,012	31,569,247
2013	17,820,000	13,679,662	-	31,499,662
2014	17,060,000	13,001,519	-	30,061,519
2015	17,770,000	12,263,964	-	30,033,964
2016	18,580,000	11,455,798	-	30,035,798
2017	15,462,138	10,780,665	3,872,862	30,115,665
2018	15,732,088	10,238,713	4,097,913	30,068,713
2019	16,070,489	9,661,972	4,309,511	30,041,972
2020	16,584,273	9,037,358	4,525,727	30,147,358
2021	17,065,965	8,347,940	4,719,035	30,132,940
2022	17,591,822	7,611,004	4,903,178	30,106,004
2023	18,201,620	6,830,041	5,078,380	30,110,041
2024	18,855,406	5,991,020	5,244,594	30,091,020
2025	19,565,544	5,088,667	5,419,456	30,073,667
2026	20,349,091	4,131,104	5,585,909	30,066,104
2027	26,990,000	3,015,437	-	30,005,437
2028	28,275,000	1,739,458	-	30,014,458
2029	14,450,000	669,290	-	15,119,290
2030	2,600,000	191,188	-	2,791,188
2031	2,725,000	64,719	-	2,789,719
Total	\$ 353,908,422	\$162,904,434	\$ 48,496,578	\$ 565,309,434

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of August 31, 2011
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of August 31, 2011
1101	TOTAL GENERAL FUND	\$ 25,498,267	\$ 117,573,228	\$ 114,551,860	28,519,634
2101	Cnty Records Mgt & Preservatio	121,665	223,408	187,731	157,342
2102	Co Clerk Rec Mgt & Pres Fund	2,227,992	720,484	1,053,924	1,894,552
2103	Election Svcs Contract Fund	1,313,698	276,533	1,011,876	578,356
2105	Dist Clrk Chld Support IV-D	114,710	6,285	4,220	116,776
2106	Distr Clerk Records Mgmt Fund	87,774	64,788	40,005	112,558
2111	Tx Assess/Coll Sp Inv Tx Fund	40,690	10,805	7,953	43,542
2121	Donations To Galveston County	870	5,106	9,947	(3,971)
2131	DA Seized Funds Afte Aft 10/89	57,715	44,222	36,841	65,096
2132	DA Check Collection Fees	57,025	4,977	7,379	54,622
2148	Unclaimed Property Fund	190,438	112,903	106,701	196,640
2205	Courthouse Security Fund	326,044	183,231	225,010	284,265
2211	Law Library	300,160	235,014	371,441	163,734
2212	Mediation Services Prog Fund	749,590	139,327	34,540	854,377
2215	Justice Court Technology Fund	111,520	62,449	105,000	68,969
2216	Probate Court Contributions Fd	310,059	42,199	40,169	312,089
2220	Adult Probation Fund	675,289	1,945,504	1,976,042	644,750
2230	Juvenile Justice Fund	2,100,510	5,282,106	4,371,185	3,011,431
2240	Sheriff's Commissary Fund	1,037,593	238,772	245,637	1,030,728
2242	Sheriff's Seizure Aft 10/89	297,007	282,910	77,210	502,707
2245	Task Force Seizure Pre 10/89	36,942	319	5,425	31,836
2246	CID Seizure After 10/89	5,919	-	-	5,919
2250	Law Enforcement Education Fund	138,593	36,910	27,227	148,275
2255	Constables' Seizures	3,500	-	-	3,500
2260	Emergency Management Fund	7,273,648	409,058	19,677	7,663,029
2301	Road & Bridge Fund	5,240,328	5,759,143	7,326,550	3,672,921
2303	Farm to Market Lateral Road	1,727,657	133,855	352,648	1,508,864
2341	Road District #1	566,364	493,396	677,329	382,431
2370	Flood Control Fund	2,665,764	2,083,675	2,029,926	2,719,514
2401	Public Health Fund	-	764,203	845,314	(81,111)
2410	Mosquito Control District Fund	451,924	1,048,535	1,082,195	418,264

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of August 31, 2011
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of August 31, 2011
2420	Indigent Health Care Fund	11,297,026	2,088,897	2,406,693	10,979,229
2501	Child Welfare Fund	416,723	406,555	324,044	499,234
2601	Beach & Parks Fund	903,967	800,431	658,952	1,045,446
2621	Galveston County Museum	19,960	238	2,289	17,909
2816	Low Inc Rpr, Retfit, Acc Veh Rpl	15,830	2,005,013	2,004,456	16,387
2817	LIRAP-Local Initiative Project	2,263	19	2,281	0
2824	Adult Probation Community	97,402	332,486	398,577	31,311
2840	Criminal Justice Div-Juvenile	4,227	79,660	80,829	3,058
2841	Juvenile Probation-State Aid	195,879	595,693	749,325	42,247
2842	Community Corrections	127,858	459,085	484,815	102,128
2843	ICBP Regional Grant X	23,429	80,312	96,513	7,229
2848	Juv Jst Alt Education Program	70,432	341,687	320,322	91,797
2861	Organized Crime Control Grant	1,824	-	-	1,824
2864	Auto Crimes Task Force Grant	-	621,257	631,879	(10,621)
2867	SCAAP Program Grant	-	89,823	19,761	70,062
2870	Texas Vine Grant	-	26,333	26,333	0
2874	Crime Victim Assistance Prog	3,621	51,687	52,025	3,283
2876	NCVRW CAP Grant	-	-	-	0
2877	Violence Against Women Act	2,991	98,729	97,868	3,851
2885	Children's Justice Act Proj	1,685	-	-	1,685
2891	Office of Emergency Mgt Grants	-	44,921	225	44,696
2892	State Homeland Security Grant	-	123,252	149,984	(26,732)
2893	HMGPP - IKE	9,484,292	41,364,847	38,861,944	11,987,194
2894	EECBG - Program	-	-	9,392	(9,392)
2911	HUD Community Developmt Grants	195,785	89,299	89,458	195,626
2914	CDBG Housing Program	-	15,621,919	26,117,034	(10,495,115)
2915	CDBG Infrastructure Program	369,911	278,864	1,559,403	(910,627)
2921	Senior Citizens Grant Prog	-	617,782	596,212	21,570
2923	Texas Feeding Texans	-	163,595	83,788	79,806
2962	Parks/Beaches Project Grants f	7,646	84,445	14,068	78,023
2974	2009 Recovery Act Justice Asst	-	247,902	188,696	59,206

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of August 31, 2011
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of August 31, 2011
2975	Just Dept Loc Law Enf Blk Grt	1,029	133,191	131,776	2,444
2976	COPS Grants Program	-	551,705	502,360	49,345
2985	Moody Foundation Grants	7	-	-	7
2993	Hurricane Ike Grants	-	88,486	88,486	0
2994	Disaster Recovery - Ike	14,767,711	2,115,389	20,938,430	(4,055,331)
	TOTAL SPECIAL REVENUE FUNDS	66,242,485	90,213,616	119,967,317	36,488,784
3100	County Capital Projects Fund	1,607,170	1,785,000	681,063	2,711,107
3101	Capital Replenishment	-	300,000	-	300,000
3120	Limited Tax Cnty Bldg Bds Sr09	35,498,033	19,567,889	35,626,152	19,439,770
3206	Comb Tax/Revenue COB Sr 2003C	1,310,935	42	50,019	1,260,958
3222	Ltd Tax Crum Jst Bds Sr 2003A	84	1,622	1,614	92
3271	Parks Dept Capital Projects	-	4,237,808	-	4,237,808
3306	Road Capital Project Fund-1987	539,152	1,608	491,272	49,488
3307	Unltd Tax Road Bonds Sr 2003B	6,165,301	939,556	1,768,870	5,335,987
3308	Unlimited Tax Rd Bds Ser 2001	1,341,489	23,563	17,099	1,347,954
3310	Pass Thru Toll Rv Lt Tx BdSr07	20,445,292	8,058,968	15,457,049	13,047,212
3312	Unltd Tax Road Bonds Sr 2009	58,619,278	33,358,831	50,034,016	41,944,093
3315	Galv Causeway RR Bridge Proj	257,931	35,535,781	44,199,230	(8,405,517)
3316	Cnty Road & Bridge Projects	111,705	1,408	-	113,113
3370	Ltd Tax Flood Control Bds Sr09	14,075,715	3,599,168	7,224,510	10,450,373
3373	Gal Cnty Cert of Oblig Sr 2008	4,390,840	3,482,742	6,961,853	911,728
	TOTAL CAPITAL PROJECT FUNDS	144,362,926	110,893,987	162,512,748	92,744,166
4020	Gen Oblig Refind Bd Sr 07	1,183,633	3,832,952	3,861,377	1,155,208
4021	Ltd Tx Cnty Bld Bd Series 2009	827,326	4,229,397	3,829,987	1,226,736
4205	Constr/Imprv Tax/Rev COB 99	240,868	132,350	184,039	189,179
4214	Comb Tax/Rev COB Sr 2003	442,934	979,372	1,081,374	340,932
4215	Limited Tax Jst Cntr Bds 2001	683,830	1,343,646	1,854,321	173,155
4216	Limited Tax Criminal Jst Sr 03A	570,639	1,921,231	1,914,381	577,488
4230	COB 2002A Prk Rds/Prking Lots	239,376	413,014	431,902	220,487
4284	GOblig Refunding '99-01 Bnds'04	892,069	2,729,552	2,404,964	1,216,658
4358	Pass Thru Toll Rv-Ltd TxBdSr07	539,254	2,284,759	2,532,274	291,739

GALVESTON COUNTY, TEXAS
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
As of August 31, 2011
(UNAUDITED)

Fund Number	Fund Title	Beginning Balance Fiscal Year 2011	Receipts	Disbursements	Ending Balance As of August 31, 2011
4362	COB 2002 San Luis Pass Bridge	404,547	457,393	604,348	257,591
4368	Unlimited Tax Rd Bds Ser 2001	557,007	1,013,269	1,388,009	182,267
4369	Unlimited Tax Road Bd Sr 2003B	424,605	526,263	670,713	280,155
4370	Unlimited Tax Rd Ref Sr 2004A	367,588	712,408	530,831	549,165
4371	Unltd Tax Road Bonds Sr 2009	1,396,181	7,027,386	6,391,707	2,031,861
4390	Ltd Tx Fl Ctr BAB Sr 09C-1	129,914	921,495	734,227	317,182
4392	Gal Cnty Cert of Oblig Sr 2008	574,442	1,435,179	1,512,515	497,106
4393	Ltd Tx Fld Cntl BAB Sr 09C-2	107,810	760,372	572,057	296,126
	TOTAL DEBT SERVICE FUNDS	9,582,023	30,720,039	30,499,027	9,803,034
6123	Group, Wrks/Comp, Unemplmnt Ins	4,597,068	21,628,506	20,199,627	6,025,948
6124	Workers Compensation Fund	2,021,450	1,389,712	1,348,414	2,062,749
6130	Self Insurance Reserve Fund	1,579,735	2,270,048	2,805,642	1,044,141
	TOTAL INTERNAL SERVICE FUNDS	8,198,253	25,288,266	24,353,682	9,132,838
7601	Payroll Fund	721,650	140,635,377	140,933,441	423,586
7605	Escrow Fund	1,286,132	3,832,178	4,205,477	912,832
7606	Debt Service Agency Fund	36,047	-	-	36,047
7611	Tax Assess/Coll Undist Coll Fd	3,731,537	-	-	3,731,537
7621	Appellate Judicial Sys Fees Fd	50,084	34,996	5	85,075
7631	County Clerk Trust Fund	1,403,406	3,310	3,310	1,403,406
7641	District Clerk Trust Fund	2,782,393	-	-	2,782,393
7652	Inmate Trust Fund	36,687	-	-	36,687
7671	Children Prot Serv Escrow Fd	10,223	-	-	10,223
	TOTAL AGENCY FUNDS	10,058,158	144,505,861	145,142,233	9,421,786
	GRAND TOTAL	\$ 263,942,112	\$ 519,194,997	\$ 597,026,867	\$ 186,110,242

**GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of August 31, 2011**

	Transfers In	Transfers Out
<u>PRIMARY GOVERNMENT</u>		
General Fund		
1101 General Fund		
4912102 Transfer frm Cnty Crk Rrds Mgm	\$ 451,000	\$ -
4912106 Transfer from Dist Clk Mgmt Fd	40,000	-
4912205 Transfer Frm Courthse Security	6,200	-
4912211 Trsf from Law Library	1,600	-
4912216 Trnsf from Probate Crt Fund	33,289	-
4912230 Transfer from Juvenile Justice	93,400	-
4912245 Transfer from Tsk Frc Seiz Pre10/89	5,400	-
4912301 Trsf frm Road & Brdg Fund	87,200	-
4912303 Transfer from Frm to Market	75,000	-
4912341 Transfer from Road Dist #1	100,000	-
4912370 Trsf from Flood Control	33,700	-
4912401 Trsf from Public Health Fund	21,500	-
4912601 Trsf from Beach & Parks Fund	7,700	-
4912817 Trsf from LIRAP-LIP	1,357	-
1101 General Fund		
5910008 Trsf to Four C's		2,958,000
5912101 Trf to Records Management		100,000
5912230 Trf to Juv Justice		5,006,800
5912260 Transfer to Emerg Mgmt Fund		100,000
5912401 Trf to Public Health Reimb		3,204,142
5912420 Transfer To Indigent HealthCar		2,000,000
5912501 Trf to Child Welfare Fund		354,300
5912601 Trf to Parks		460,000
5913100 Trsf to County Cap Prjcts Fnd		1,785,000
5913120 Trsf to Cnty Builds Bonds Sr09		500,000
5913271 Trf to Bch & Parks Cap Proj		4,237,808
5916124 Trf to Worker's Comp Fund		50,000
5916130 Trf to Self-Insured Ins Fund		1,500,000
	<hr/>	<hr/>
Total for General Fund	957,347	22,256,050
Special Revenue Funds		
2101 Cnty Records Mgt and Pres Fund		
4911101 Transfer from General Fund	100,000	-
2230 Juvenile Justice Fnd		
4911101 Transfer from General Fund	5,006,800	-
2260 Emergency Mgmt Fnd		
4911101 Transfer from General Fund	100,000	-
4912994 Transfer from Emergency Management	304,900	-
2420 Indigent Health Care Fund		
4911101 Transfer from General Fund	2,000,000	-
2501 Child Welfare Fnd		
4911101 Transfer from General Fund	354,300	-
2601 Beach & Parks Fund		
4911101 Transfer from General Fund	460,000	-
2824 Adult Probation		
4912220 Transfer from Adult Probation	20,424	-
2101 County Records Mgt and Pres Fund		
5916124 Transfer to Worker's Compensation Fund	-	1,500
5916130 Transfer to Self-Insured Ins Fund	-	1,500
2102 County Clerk Records Mgt & Pres Fund		
5911101 Transfer to General Fund	-	451,000
5916124 Transfer to Worker's Comp Fnd	-	3,600
5916130 Transfer to Self-Insured Ins Fnd	-	23,000
2106 District Clerk Records Management Fund		

GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of August 31, 2011

	Transfers In	Transfers Out
5911101 Transfer to General Fund	-	40,000
2205 Courthouse Security Fund		
5911101 Transfer to General Fund	-	6,200
5916124 Transfer to Worker's Comp Fnd	-	2,000
5916130 Transfer to Self-Insured Ins Fnd	-	2,000
2211 Law Library		
5911101 Transfer to General Fund	-	1,600
5913100 Transfer to Capital Replenishment	-	10,000
5916124 Transfer to Worker's Comp Fnd	-	600
5916130 Transfer to Self-Insured Ins Fnd	-	600
2216 Probate Court Contributions Fund		
5911101 Transfer to General Fund	-	33,289
2220 Adult Probation Fund		
5912824 Transfer to Sex Offender Adult Prob	-	20,424
2230 Juvenile Justice Fund		
5911101 Transfer to General Fund	-	93,400
5916124 Transfer to Worker's Comp Fnd	-	37,000
5916130 Transfer to Self-Insured Ins Fnd	-	37,000
2245 Task Force Seizure Pre 10/89		
5911101 Transfer to General Fund	-	5,400
2301 Road and Bridge Fund		
5911101 Transfer to General Fund	-	87,200
5913100 Transfer to Capital Replenishment	-	75,000
5916124 Transfer to Worker's Comp Fnd	-	365,000
5916130 Transfer to Self-Insured Ins Fnd	-	575,000
2303 Farm to Market Lateral Road		
5911101 Transfer to General Fund	-	75,000
5913100 Transfer to Capital Replenishment	-	100,000
5916124 Transfer to Worker's Comp Fnd	-	25,000
5916130 Transfer to Self-Insured Ins Fnd	-	39,000
2341 Road District #1		
5911101 Transfer to General Fund	-	100,000
5916124 Transfer to Worker's Comp Fnd	-	6,900
5916130 Transfer to Self-Insured Ins Fnd	-	6,900
2370 Flood Control Fund		
5911101 Transfer to General Fund	-	33,700
5913100 Transfer to Capital Replenishment	-	75,000
5916124 Transfer to Worker's Comp Fnd	-	25,000
5916130 Transfer to Self-Insured Ins Fnd	-	25,000
2410 Mosquito Control District Fund		
5913100 Transfer to Capital Replenishment	-	40,000
5916124 Transfer to Worker's Comp Fnd	-	8,500
5916130 Transfer to Self-Insured Ins Fnd	-	8,500
2601 Beach & Parks Fund		
5911101 Transfer to General Fund	-	7,700
5916124 Transfer to Worker's Comp Fnd	-	2,500
5916130 Transfer to Self-Insured Ins Fnd	-	2,500
2817 LIRAP-Local Initiative Project		
5911101 Transfer to General Fund	-	1,357
2994 Disaster Recovery - Ike		
5912260 Transfer to Emergency Management Fund	-	304,900
 Total for Special Revenue Funds	 <u>8,346,424</u>	 <u>2,759,771</u>
 Capital Projects Funds		
3100 County Capital Projects Fund		
4911101 Transfer from General Fund	1,785,000	-
3101 Capital Replenishment		

**GALVESTON COUNTY, TEXAS
OPERATING TRANSFERS IN AND OUT
As of August 31, 2011**

	Transfers In	Transfers Out
4912211 Transfer from Law Library	10,000	-
4912301 Transfer from Road & Bridge	75,000	-
4912303 Transfer from Farm to Market	100,000	-
4912340 Transfer from Flood Control	75,000	-
4912410 Transfer from Mosquito Control	40,000	-
3120 Limited Tax Cnty Bldg Bds Sr09		
4911101 Transfer from General Fund	500,000	-
3271 Parks Department Capital Projects		
4911101 Transfer from General Fund	4,237,808	-
	<hr/>	<hr/>
Total for Capital Projects Funds	6,822,808	-
	<hr/>	<hr/>
Total, Primary Government	16,126,579	25,015,820
	<hr/>	<hr/>
Internal Service Funds		
6124 Worker's Comp Fnd		
4911101 Transfer from General Fund	50,000	-
4912101 Trsf from Records Management	1,500	-
4912102 Transfer frm Cnty Crk Rrds Mgm	3,600	-
4912205 Transfer Frm Courthse Security	2,000	-
4912211 Trsf from Law Library	600	-
4912230 Transfer from Juvenile Justice	37,000	-
4912301 Trsf frm Road & Brdg Fund	365,000	-
4912303 Transfer from Frm to Market	25,000	-
4912341 Transfer from Road Dist #1	6,900	-
4912370 Trsf from Flood Control	25,000	-
4912410 Transfer from Mosquito Control	8,500	-
4912601 Trsf from Beach & Parks Fund	2,500	-
6130 Self Insurance Reserve Fnd		
4911101 Transfer from General Fund	1,500,000	-
4912101 Trsf from Records Management	1,500	-
4912102 Transfer frm Cnty Crk Rrds Mgm	23,000	-
4912205 Transfer Frm Courthse Security	2,000	-
4912211 Trsf from Law Library	600	-
4912230 Transfer from Juvenile Justice	37,000	-
4912301 Trsf frm Road & Brdg Fund	575,000	-
4912303 Transfer from Frm to Market	39,000	-
4912341 Transfer from Road Dist #1	6,900	-
4912370 Trsf from Flood Control	25,000	-
4912410 Transfer from Mosquito Control	8,500	-
4912601 Trsf from Beach & Parks Fund	2,500	-
	<hr/>	<hr/>
Total, Internal Service Funds	2,748,600	-
	<hr/>	<hr/>
COMPONENT UNIT - PUBLIC HEALTH		
4911101 Transfer from General Fund	6,140,642	-
Total, Component Unit - Public Health	6,140,642	-
	<hr/>	<hr/>
GRAND TOTAL	\$ 25,015,820	\$ 25,015,820
	<hr/>	<hr/>

BUDGET STATUS

GALVESTON COUNTY, TEXAS
GENERAL FUND

BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWD	EDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO- DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
General Government								
General Administration								
110000 General Government	\$5,037,100	\$162,500	\$(221,454)	\$4,978,146	\$727,083	\$3,894,860	\$360,373	\$722,913
111000 County Judge	319,500	0	11,839	331,339	36,270	294,588	767	35,983
111101 Cnty Commissioner-Pct 1	185,200	0	2,400	187,600	20,377	169,014	0	18,587
111102 Cnty Commissioner-Pct 2	185,200	0	2,400	187,600	20,377	170,163	0	17,437
111103 Cnty Commissioner-Pct 3	182,600	0	2,400	185,000	20,092	168,759	0	16,241
111104 Cnty Commissioner-Pct 4	182,600	0	2,400	182,200	21,310	172,659	0	19,541
114000 County Clerk	2,138,600	0	31,230	2,169,830	229,631	1,823,495	2,208	344,128
114030 Election Expense	760,100	0	2,570	762,670	30,927	642,969	33,892	85,809
117500 War Veteran Service Off	99,700	0	1,200	100,900	10,990	89,656	77	11,168
117600 Bail Bond Board	700	0	0	700	0	0	0	700
Total General Administration	9,091,600	162,500	(158,115)	9,095,985	1,117,058	7,426,163	397,317	1,272,505
District Courts								
121000 District Courts	2,973,400	0	215,900	3,189,300	294,148	2,866,932	36,263	286,105
121100 10th District Court	178,400	0	2,400	180,800	19,939	164,788	0	16,012
121200 56th District Court	165,800	0	2,200	168,000	18,483	153,173	0	14,827
121300 122nd District Court	214,400	0	2,900	217,300	23,878	198,112	0	19,188
121400 212th District Court	163,300	0	4,100	167,400	18,486	152,540	0	14,860
121500 306th District Court	175,300	0	2,400	177,700	19,591	162,008	0	15,692
121600 405th District Court	178,400	0	2,400	180,800	19,850	164,073	0	16,727
Total District Courts	4,049,000	0	232,300	4,281,300	414,375	3,861,626	36,263	383,411
County Courts								
122100 County Court #1	514,800	0	(22,200)	492,600	49,393	423,162	11,274	58,165
122200 County Court #2	502,400	0	(25,000)	477,400	59,810	409,323	11,668	56,408
122300 Probate Court	659,700	0	7,000	666,700	65,912	557,616	8,928	100,156
122400 County Court #3	470,000	0	4,600	474,600	61,307	418,810	838	54,952
Total County Courts	2,146,900	0	(35,600)	2,111,300	236,422	1,808,911	32,707	269,681
Justice Courts								
123110 Justice Court Pct #1	171,900	0	27,700	199,600	21,596	178,450	115	21,035
123200 Justice Court Pct #2	166,500	0	2,200	168,700	18,413	153,389	0	15,311
123300 Justice Court Pct #3	278,000	0	3,500	281,500	29,841	246,168	0	35,332
123400 Justice Court Pct #4	290,400	0	3,800	294,200	31,546	263,536	0	30,664
123500 Justice Court Pct #5	253,900	0	3,300	257,200	27,829	233,528	0	23,672
123600 Justice Court Pct #6	318,400	0	4,100	322,500	34,705	290,262	38	32,200
123700 Justice Court Pct #7	251,300	0	3,200	254,500	26,483	227,123	593	26,784
123800 Justice Court Pct #8	200,100	0	2,700	202,800	16,905	179,321	100	23,379
123900 Justice Court Pct #9	242,200	0	3,100	245,300	22,445	187,093	0	58,207
Total Justice Courts	2,172,700	0	53,600	2,226,300	229,763	1,958,870	846	266,584

GALVESTON COUNTY, TEXAS

GENERAL FUND

BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION

08/31/2011

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWD	BUDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTURES	YEAR-TO- DATE EXPNDTURES	ENCMBRANCE	AVAILABLE BALANCE
Financial Admin /Other	74,500	0	400	74,900	3,778	58,348	1,302	15,250
125100 Jury and Trial Expense	3,604,700	18,700	336,655	3,960,055	357,246	2,885,618	20,112	1,054,325
126100 District Clerk	5,516,200	0	80,380	5,596,580	684,724	4,814,580	5,943	776,057
127100 District Attorney	381,800	0	4,900	386,700	41,302	343,764	4,200	38,736
128100 Pre-Trial Release	2,455,700	0	48,400	2,504,100	246,374	2,053,962	5,765	444,373
151300 County Auditor	381,700	0	8,100	389,800	35,908	326,825	223	62,752
151400 Professional Services	325,200	0	4,000	329,200	33,037	265,232	0	63,968
151480 Prof Svcs - Rd Dist #1	2,544,900	0	43,700	2,588,600	267,668	2,133,305	33,074	362,221
151500 Tax Assessor-Collector	494,700	0	6,100	500,800	47,366	382,336	870	117,594
151600 County Treasurer	510,400	0	57,700	568,100	56,429	483,528	6	84,566
151800 Purchasing Agent	642,100	0	8,800	650,900	71,523	583,797	0	67,103
153000 Legal Department	187,200	0	0	187,200	2,358	11,204	0	175,996
153020 Trial Expense	404,600	0	7,100	411,700	40,723	325,681	275	85,744
155000 Human Resources	8,484,400	0	48,900	8,533,300	660,424	6,648,920	678,928	1,205,452
159100 Information Technology	6,528,700	0	10,681	6,539,381	444,867	5,193,862	673,176	672,343
170100 Facilities Services								
Maintenance/Repair of -								
Combined Services for -								
172111 Galveston	815,600	0	14,259	829,859	103,555	625,624	85,481	118,753
190100 County Engineer	701,600	1,612	40,187	743,399	77,740	598,110	9,431	135,858
Total Financial Admin /Other	34,054,000	20,312	720,262	34,794,574	3,175,022	27,794,696	1,518,787	5,481,090
Total General Government	51,514,200	182,812	812,447	52,509,459	5,172,641	42,850,266	1,985,921	7,673,271

GALVESTON COUNTY, TEXAS

GENERAL FUND

BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCUMBRANCE CARRYFORWARD	08/31/2011 BUDGET AMT/ INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPENDITURES	YEAR-TO- DATE EXPENDITURES	ENCUMBRANCE	AVAILABLE BALANCE
Public Safety								
Sheriff -								
211101 Administration	1,594,400	0	252,900	1,847,300	168,839	1,551,603	44,204	251,492
211121 Criminal Investigation	1,016,000	0	72,700	1,088,700	118,328	1,045,701	198	42,801
211131 Identification Division	509,600	0	6,600	516,200	56,928	469,742	2,759	43,699
211132 M H M R	431,800	0	7,700	439,500	49,132	398,153	185	41,162
211133 Corrections	19,986,200	0	270,350	20,256,550	1,948,641	18,113,581	356,005	1,786,963
211142 Bolivar Summer Program	202,500	0	3,000	205,500	21,228	135,323	0	70,177
211143 Patrol Division	2,844,500	0	56,550	2,901,050	316,915	2,706,984	6,173	187,893
211150 Warrants	1,255,900	0	51,400	1,307,300	143,459	1,193,844	4,397	109,059
211160 Training	120,800	0	1,000	121,800	8,623	89,925	5,746	26,129
211163 Clear Creek I S D	1,890,900	0	34,800	1,925,700	216,880	1,820,727	0	104,973
211165 Marine Division	0	0	0	0	0	0	0	0
211171 Communications	775,300	4,788	70,900	850,988	67,068	738,856	88	112,044
211181 Reserves	0	0	0	0	0	0	0	0
211189 Bailiffs	0	0	0	0	0	0	0	0
Total Sheriff	30,627,900	4,788	827,900	31,460,588	3,116,040	28,264,440	419,756	2,776,392
Constables -								
223110 Constable - Precinct #1	260,800	0	2,900	263,700	27,598	239,079	633	23,988
223200 Constable - Precinct #2	257,000	0	3,000	260,000	27,460	235,868	598	23,534
223300 Constable - Precinct #3	355,600	0	4,000	359,600	38,637	327,419	250	31,931
223400 Constable - Precinct #4	278,800	0	3,100	281,900	28,794	247,854	0	34,046
223500 Constable - Precinct #5	270,900	0	3,000	273,900	28,930	245,970	212	27,718
223700 Constable - Precinct #7	369,300	0	4,300	373,600	34,832	326,171	0	47,429
223800 Constable - Precinct #8	454,300	0	5,000	459,300	47,431	408,735	0	50,565
223900 Constable - Precinct #9	209,700	0	2,400	212,100	22,355	191,933	1,295	18,872
Total Constables	2,456,400	0	27,700	2,484,100	256,036	2,223,031	2,987	258,082
Other -								
291010 Emergency Management	828,000	0	4,900	832,900	32,975	728,976	1,083	102,841
Total Other	828,000	0	4,900	832,900	32,975	728,976	1,083	102,841
Total Public Safety	33,912,300	4,788	860,500	34,777,588	3,405,051	31,216,447	423,826	3,137,315

GALVESTON COUNTY, TEXAS
GENERAL FUND

BUDGET STATUS BY DIVISIONS WITHIN A FUNCTION

08/31/2011

	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCMBRANCE CARRYFRWD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CURRENT MONTH EXPNDTRES	YEAR-TO- DATE EXPNDTRES	ENCMBRANCE	AVAILABLE BALANCE
Health/Social Services								
440100 Community Services	3,260,000	0	103,600	3,363,600	507,868	3,141,357	61,366	160,877
443100 Indigent Care/Medication	965,200	0	(200)	965,000	79,738	736,790	27,305	200,905
451110 Senior Citizens	790,700	0	16,600	807,300	59,933	597,586	25,771	183,943
Total Health/Soc Svcs	5,015,900	0	120,000	5,135,900	647,539	4,475,733	114,442	545,726
Culture and Recreation								
513200 Galv County Museum	183,600	0	1,600	185,200	5,888	97,041	8,042	80,117
522020 Parks Department	2,403,800	216,730	47,500	2,668,030	239,692	1,993,132	64,045	610,853
Total Culture and Recreation	2,587,400	216,730	49,100	2,853,230	245,581	2,090,173	72,087	690,971
Conservation								
610200 County Extension	479,400	0	5,300	484,700	52,466	400,496	6,740	77,464
Total Conservation	479,400	0	5,300	484,700	52,466	400,496	6,740	77,464
Capital Outlay								
720100 Buildings	55,000	64,835	0	119,835	0	28,923	14,000	76,912
730100 Imprvmt Other Than Bldgs	124,600	92,561	0	217,161	0	77,733	1,500	137,928
740100 Furniture/Fixtures/Equip	130,000	72,000	0	202,000	11,100	67,228	7,007	127,765
740101 Vehicles	511,000	0	120,741	631,741	11,940	609,224	4,628	17,889
750100 Technology	75,000	85,920	0	160,920	0	8,711	225	151,984
Total Capital Outlay	895,600	315,316	120,741	1,331,657	23,040	791,818	27,360	512,478
Total Expenditures	94,404,800	719,646	1,968,088	97,092,534	9,546,318	81,824,934	2,630,376	12,637,225
Other Financing Uses								
921010 Transfers and Reserves	38,505,100	0	(1,510,240)	36,994,860	117,330	22,776,776	0	14,218,084
Total Other Financing Uses	38,505,100	0	(1,510,240)	36,994,860	117,330	22,776,776	0	14,218,084
Total Expenditures and Other Financing Uses	132,909,900	719,646	457,848	134,087,394	9,663,648	104,601,709	2,630,376	26,855,309
Total Expenditures, Other Financing Uses, and Residual Equity Transfers Out (Note 5)	\$132,909,900	\$719,646	\$457,848	\$134,087,394	\$9,663,648	\$104,601,709	\$2,630,376	\$26,855,309

Note 5 Authority to increase the budget lies with the Commissioners' Court

GALVESTON COUNTY, TEXAS
OTHER COUNTY FUNDS
BUDGET STATUS BY FUND

FUND NUMBER AND NAME	FY 2011		FY 2010		FY 2011		FY 2011		CUR MO		YEAR-TO-DATE		AVAILABLE BALANCE
	BUDGET AS ADOPTED	ENCMBRANCE CARRYFRWD	INCREASE/ (DECREASE)	BUDGET AS AMENDED	EXP/OTHR DEBITS	EXP/OTHR DEBITS	EXP/OTHR DEBITS	EXP/OTHR DEBITS	EXP/OTHR DEBITS	EXP/OTHR DEBITS	EXP/OTHR DEBITS	EXP/OTHR DEBITS	
Budgeted Special Revenue Funds													
2101 County Records Management	\$383,800	\$0	\$0	\$383,800	\$0	\$187,192	\$0	\$187,192	\$0	\$187,192	\$0	\$187,192	\$196,608
2102 Cty Clk Mgmt /Prsrv Fee	2,981,500	596,211	0	3,577,711	42,556	1,043,266	1,517	1,043,266	1,517	1,043,266	1,517	1,043,266	2,532,928
2105 D C Child Support IV-D	110,000	0	50,300	160,300	0	4,220	0	4,220	0	4,220	0	4,220	156,080
2106 Distr Clerk Records Mgmt	90,300	12,000	(50,300)	52,000	0	40,000	0	40,000	0	40,000	0	40,000	12,000
2121 Donations to Galv County	800	0	5,000	5,800	894	4,841	53	4,841	53	4,841	53	4,841	906
2205 Courthouse Security	442,800	0	0	442,800	22,664	224,167	980	224,167	980	224,167	980	224,167	217,653
2211 Law Library	478,400	0	0	478,400	28,168	322,453	3,533	322,453	3,533	322,453	3,533	322,453	152,415
2212 Mediation Services Program	750,000	0	0	750,000	1,315	30,685	200	30,685	200	30,685	200	30,685	719,115
2215 Justice Court Technology	165,000	0	0	165,000	0	105,000	0	105,000	0	105,000	0	105,000	60,000
2230 Juvenile Justice	6,346,900	23,300	110,600	6,480,800	571,090	4,458,009	264,226	4,458,009	264,226	4,458,009	264,226	4,458,009	1,758,565
2260 Emergency Management	1,700,000	0	(30,120)	1,669,880	3,983	19,998	0	19,998	0	19,998	0	19,998	1,649,882
2301 Road and Bridge	7,734,700	140,000	264,400	8,139,100	805,541	6,699,449	210,165	6,699,449	210,165	6,699,449	210,165	6,699,449	1,229,486
2303 Farm-to-Market Lateral Rd	1,710,100	0	0	1,710,100	8,907	352,300	0	352,300	0	352,300	0	352,300	1,357,800
2341 Road District #1	1,118,900	0	0	1,118,900	669	672,789	29,600	672,789	29,600	672,789	29,600	672,789	416,511
2370 Flood Control	3,255,000	910,045	0	4,165,045	191,325	1,905,818	117,338	1,905,818	117,338	1,905,818	117,338	1,905,818	2,141,889
2410 Mosquito Control District	1,438,400	8,000	22,100	1,468,500	138,067	1,062,948	74,255	1,062,948	74,255	1,062,948	74,255	1,062,948	331,297
2420 Indigent Health Care Fund	12,600,000	12,354,301	0	24,954,301	486,785	2,350,151	188,811	2,350,151	188,811	2,350,151	188,811	2,350,151	22,415,339
2501 Child Welfare	680,200	0	0	680,200	37,666	303,526	53,110	303,526	53,110	303,526	53,110	303,526	323,564
2601 Beach and Parks	1,446,000	50	0	1,446,050	89,215	627,907	56,090	627,907	56,090	627,907	56,090	627,907	762,053
2621 Galveston County Museum	20,000	0	0	20,000	0	2,264	0	2,264	0	2,264	0	2,264	17,736
Subtotal, Special Revenue	43,452,800	14,043,907	371,980	57,868,687	2,428,846	20,416,983	999,878	20,416,983	999,878	20,416,983	999,878	20,416,983	36,451,826
Budgeted Debt Service Funds													
4020 Gen Oblig Refnd Bd Sr 07	4,849,600	0	0	4,849,600	0	3,857,075	0	3,857,075	0	3,857,075	0	3,857,075	992,525
4021 Ltd Tx Cnty Bld Bd Series	4,802,200	0	0	4,802,200	0	3,829,888	0	3,829,888	0	3,829,888	0	3,829,888	972,312
4205 1999 Tax/Revenue C O B	349,000	0	0	349,000	0	181,900	0	181,900	0	181,900	0	181,900	167,100
4214 Comb Tax/Rev C O B 2003C	1,399,000	0	0	1,399,000	0	1,077,181	0	1,077,181	0	1,077,181	0	1,077,181	321,819
4215 Jstc Ctr/Pub Sfty Ser 2001	1,982,400	0	0	1,982,400	0	1,849,820	0	1,849,820	0	1,849,820	0	1,849,820	132,580
4216 Ltd Tx Crim Jstc Bds 2003A	2,432,800	0	0	2,432,800	0	1,905,563	0	1,905,563	0	1,905,563	0	1,905,563	527,238
4230 Pk Rds/Lot Imprv COB 2002A	618,100	0	0	618,100	0	430,721	0	430,721	0	430,721	0	430,721	187,379
4282 Ltd Tax Frwd Rfdg Bds 2003	0	0	0	0	0	0	0	0	0	0	0	0	0
4284 GO 1999/2001 Rfdg Bds 2004	3,397,800	0	0	3,397,800	0	2,395,548	0	2,395,548	0	2,395,548	0	2,395,548	1,002,252
4358 Pass Thru Toll Rv LtrxBdSr	3,409,400	0	0	3,409,400	0	2,532,231	0	2,532,231	0	2,532,231	0	2,532,231	877,169
4362 SanLuisPass Bridge COB 2002	824,800	0	0	824,800	0	602,414	0	602,414	0	602,414	0	602,414	222,386
4368 Unltd Tax Rd Bnd Ser 2001	1,507,400	0	0	1,507,400	0	1,384,810	0	1,384,810	0	1,384,810	0	1,384,810	122,590
4369 Unltd Tax Road Bonds 2003B	911,300	0	0	911,300	0	669,044	0	669,044	0	669,044	0	669,044	242,256
4370 Unltd Tax Rd Rfdg Bds 2004A	1,031,700	0	0	1,031,700	0	529,448	0	529,448	0	529,448	0	529,448	502,252
4371 Unltd Tx Rd Bds Sr09	7,941,900	0	0	7,941,900	0	6,389,592	0	6,389,592	0	6,389,592	0	6,389,592	1,552,308
4390 Ltd Tx Fl Ctr BAB Sr09C-1	1,001,500	0	0	1,001,500	0	734,200	0	734,200	0	734,200	0	734,200	267,300
4392 Gal Cnty Cert Oblig Sr2008	1,925,900	0	0	1,925,900	0	1,498,351	0	1,498,351	0	1,498,351	0	1,498,351	427,549
4393 Ltd Tx Fld Ctr BAB Sr 09C	794,300	0	0	794,300	0	572,041	0	572,041	0	572,041	0	572,041	222,259
Subtotal, Debt Service	39,179,100	0	0	39,179,100	0	30,439,827	0	30,439,827	0	30,439,827	0	30,439,827	8,739,273

GALVESTON COUNTY, TEXAS OTHER COUNTY FUNDS BUDGET STATUS BY FUND									
08/31/2011									
	FY 2011 BUDGET AS ADOPTED	FY 2010 ENCUMBRANCE CARRYFRWD	BDGT AMDMT INCREASE/ (DECREASE)	FY 2011 BUDGET AS AMENDED	CUR MO EXPS /OTHR DEBITS	YEAR-TO-DATE EXPS /OTHR DEBITS	ENCUMBRANCE	AVAILABLE BALANCE	
Budgeted Internal Service Funds									
6123 Group Insurance	14,579,500	0	0	14,579,500	1,320,831	10,825,217	250,311	3,503,972	
6124 Workers' Compensation	1,916,000	0	(505,400)	1,410,600	40,258	466,925	0	943,675	
6130 Self-Insurance Reserve	3,575,500	0	0	3,575,500	23,718	2,666,535	3,376	905,590	
Subtotal, Internal Service	20,071,000	0	(505,400)	19,565,600	1,384,806	13,958,677	253,686	5,353,237	
Grand Total (Note 6)	\$102,702,900	\$14,043,907	\$(133,420)	\$116,613,387	\$3,813,652	\$64,815,486	\$1,253,564	\$50,544,336	

AGENDA

ITEM

#2

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this 30th day of November 2011
by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer
for Galveston County("Contracting Officer") and Karen Mercle on behalf of
City of CLS ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31,
Subchapter D for the purpose of ensuring that the Contracting Officer and the
Contracting Authority understand the tasks each is to perform in connection with
the following election and any subsequent runoff election, to-wit:

Purpose of Election: General + Special Election

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and
furnishing the following services and equipment in connection with the election and
any subsequent runoff election.

1.1 Program, or arrange to have programmed, the ballot
[Cost: Based upon the number of contests on the ballot. See attached Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the
electronic tabulating equipment as provided in Texas Election Code §127.096 and
conduct all required tests of the electronic tabulating equipment under Texas
Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be
conducted at least five days prior to the election. In addition, it will be performed
during normal business hours and be open to the public.

[Cost: The cost for publishing the notice will be split equally between all the entities
involved. See attached Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and
equipment being provided to the Contracting Authority. In the event there is a
failure of a voting machine the Contracting Officer shall try to remedy the problem
over the phone. If he is unable so to do he will dispatch to locations within
Galveston County the appropriate technical support personnel and equipment to
correct the failure.

[Cost: Included in the 10% election fee]

1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling
books from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]

For additional Duties of the Contracting Officer see the table below.

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Page 1

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section.

2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005. With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections. Texas Election Code §85.005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide.

2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day.

2.6 If the Contracting Authority is selecting the polling locations, it will submit a list of them and the contact information for each facility to the Contracting Officer by **February 1, 2012**. Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than MARCH 7, 2012**. All language on the ballot must be provided in both English and Spanish

2.8 Return to the Contracting Officer, by **noon on MARCH 23, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made.

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67 017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day

2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations.

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results.

2.13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.14 Pay a \$100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

2.15 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff the polling locations, Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of \$500 or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from:

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the

electoral process, including ballots”, that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer’s services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities choosing this service]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests]
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [Cost: \$350 for use of the equipment plus overtime for county employees doing the tabulation (est max \$350)]

AS Per conversation w/ Contracting Authority

[Signature]

Contracting Authority to Perform	Contracting Officer to perform	Service
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election [Cost: Included in the 10% election fee]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p m [Cost: \$50 per trainee attending the four hour sessions]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training but if they have attended a County-conducted election training session within 90 days of the commencement of May 2012 Early Voting they will not be required to attend additional training for this election cycle		
<input checked="" type="checkbox"/> Waive	<input checked="" type="checkbox"/> Select	Waiver of evening training The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box
<input checked="" type="checkbox"/> Use ePollBooks	<input type="checkbox"/> Use Paper Poll Books	ePollBook Option Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books [Cost: \$100 each with two per polling location]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]

Contracting Authority to Perform	Contracting Officer to perform	Service
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4 007 Otherwise the Contracting Authority shall perform this service [No additional cost]		
Note: Due to the requirements placed upon Galveston County by SB 100 passed by the 82 nd Texas Legislature Regular Session, the Contracting Officer will not be able to offer Ballot by Mail services to any entity during even numbered year election cycles For entities that contract with the Contracting Officer to program ballots and tally their results, paper ballots will be provided to support their ballot by mail process The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$ 25 per ballot		
<input checked="" type="checkbox"/> Accept	<input type="checkbox"/> Decline	The Contracting Authority may have an observer present during the tabulation of the votes If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority Pursuant to Texas Election Code §31 100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties As noted in paragraph 2 14, the Contracting Authority shall pay \$100 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$7,400 cost of hiring this part time help

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week
- (3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75 00) Dollars or an additional ten percent (10%) for general supervision of the election

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements. Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Contracting Authority's Authorized Representative for all purposes of this Contract is

Karen Mericle.

In the case of a Joint election, the Contracting Authority makes known that Karen Mericle will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf.

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change

(1) the authority with whom applications of candidates for a place on a ballot are filed;

(2) the authority with whom documents are filed under Texas Election Code §251.001 et. seq.; or

(3) the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

City of Clear Lake Shores
1006 South Shore Drive
CLS, TX 77565

Phone: 281-334-2799

Email: citysecretary@clearlakeshores-tx.gov

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do.

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Executed this 13th day of December, 2011.

Contracting Officer:

Dwight D. Sullivan
Dwight D. Sullivan

Contracting Authority:

Laren Merille

Name: Laren Merille

- ☐ City Manager ☒ Mayor Vern Johnson
☐ Superintendent ☐ President
☐ Chair County Executive Committee
☒ City Secretary ☐ Other

Received and Filed:

Galveston County

Mark Henry

Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan
Dwight D. Sullivan
County Clerk

Date: 12/13/11

Date Copy of Agreement Furnished
to County Treasurer: _____

Date Copy of Agreement Furnished
to County Auditor: _____

Service	Charges for Service
<i>Program, or arrange to have programmed, the ballot</i>	1-10 Contests \$550 11-20 Contests \$1,100 21-30 Contests \$1,650 31-40 Contests \$2,450 41+ Contests \$3,000
<i>Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment</i>	The actual cost associated with publishing said notice divided by the number of entities included in the notice. <i>[e g , In the May 2011 election the cost was \$1026 74 / 13 = \$78 98]</i>
<i>Printing of ballots for Ballots by Mail, Sample Ballots, and Test Ballots</i>	\$.25 per ballot
<i>Receiving and checking in supplies and equipment on election night</i>	Non-Election Division County employees are used for this purpose and they are paid their normal rate and any applicable overtime. This expense applies only to those entities that bring their equipment and supplies to the Contracting officer on Election Night. Some prefer to return same to the Contracting Officer the next business day, in which case this fee does not apply. Said expense is divided by the number of polling locations returning equipment and supplies on Election Night. <i>[e g , In the May 2011 election the cost was \$953 10 divided by 18 polling locations for a cost of \$52 95 each]</i>
<i>Election Kits</i>	Cost of \$50 each (one per polling location for both Early Voting and Election Day)
<i>Training</i>	\$50 per trainee plus overtime for personnel providing this service after normal business hours. Each entity is given the opportunity to opt out of "after hours training" if they wish to avoid the overtime costs. [With the changes in the Election Code, all election workers should attend training unless they are emergency appointments Those workers who have attended training will be compensated at an hourly rate of \$10 per hour Those who have not will receive \$8 per hour All Judges and Alternate Judges will be required to attend training as a prerequisite for serving For additional information on compensation of election workers see Section 3 on page 7 of this contract]

Service	Charges for Service
<i>Contracting Officer's Personnel transportation of voting machines to and from polling locations</i>	\$100
<i>Service Charges for Service Providing voting machines and equipment</i>	Rental of eSlates \$250 each, Rental of JBCs \$250 each; Rental of Disabled Access Units \$300 ea. For Early Voting the Contracting Officer is authorized by statute to charge these rates on a daily basis. To date, the Contracting Officer has chosen not to do so, so that entity election costs may be made more manageable!
<i>Arrange for the use of a Central Counting Station, personnel, conduct of the 2nd and 3rd L&A tests, tabulation of election results and prep of the unofficial precinct results</i>	\$350 for use of the equipment plus overtime for counting station personnel providing this service after business hours. [Previously this charge was a flat \$700 fee Doing it this way should result in a reduction of costs for most entities.]
<i>Technical & equipment support for machines and equipment being provided to the Client.</i>	Charges apply only for services provided by non-Elections Division personnel and are a straight pass through to the entity.
<i>Hire judges, alternate judges and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board and Central Counting Station].</i>	\$10 per hour per person. In situations where the Contracting Officer is unable to find qualified voters from within the jurisdiction of the Contracting Authority's territorial boundaries, he may hire County employees who qualify under the provisions of the Texas Election Code. Should this occur, these County employees will be paid at their normal rate of pay plus overtime as applicable [See Section 3 on page 7 of this contract for additional information of the compensation of election workers]
<i>Cancellation Fee</i>	If the Contracting Authority cancels its election and notifies the Contracting Officer within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a \$500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation.

Service	Charges for Service
<i>Election Division staff supplementation and enhanced customer service</i>	New Charge: For all local entity elections the Election Division staff will be supplemented by two experienced and qualified election judges who will provide support services for their election and to election workers in the field. The cost associated with this support is \$7,400. The Commissioners Court has requested that the Contracting Officer recoup this cost from the local entities. In even-numbered years when the May entity elections overlap with Primary Runoff elections the <i>entities will be charged \$100 per EV and ED polling location within their jurisdiction</i> . The remainder of the \$7,400 will be covered by the County. In odd-numbered years or when the entity's election does not overlap another election cycle, the entire cost will be covered by those contracting with the County for election services. In such cases the cost will be \$7,400 divided by the total number of EV and ED polling locations for all entities contracting with the county for election services, times the number of EV and ED polling locations within each jurisdiction.
<i>Electronic Poll Book Option</i>	Assuming the availability of equipment, the Contracting Authority may choose to use electronic poll books which include a netbook, mouse, carrying case, card reader, Brother label printer, printer labels, a magnetic stripe reader, and bar code scanner. The cost will be \$100 per electronic poll book with two poll books being deployed at any given polling location
<i>Arrange for polling locations & contracting for polling locations</i>	Fees charged by the facilities used will be passed on to the entity. No additional fees will be charged.
<i>After normal business hours use of County employees during the election cycle will be billed to the entities.</i>	Regular pay plus overtime for each employee Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services

Service	Charges for Service
<i>Performance of duties and services under the contract.</i>	\$75 or 10% of the cost of the election, whichever is greater, will be charged as provided by the Texas Election Code
<i>Damage to equipment</i>	Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession.

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AGENDA

ITEM

#3

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this _____ day of _____, 20____
by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer
for Galveston County ("Contracting Officer") and _____ on behalf of
City of La Marque ("Contracting Authority")

This Contract is being entered into pursuant to Texas Election Code, Chapter 31,
Subchapter D for the purpose of ensuring that the Contracting Officer and the
Contracting Authority understand the tasks each is to perform in connection with
the following election and any subsequent runoff election to-wit
Purpose of Election Special General

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and
furnishing the following services and equipment in connection with the election and
any subsequent runoff election.

1.1 Program, or arrange to have programmed, the ballot
[Cost: Based upon the number of contests on the ballot. See attached Fee Schedule]

1.2 Arrange to have published the legal notices of the first test of the
electronic tabulating equipment as provided in Texas Election Code §127.096 and
conduct all required tests of the electronic tabulating equipment under Texas
Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be
conducted at least five days prior to the election. In addition, it will be performed
during normal business hours and be open to the public.
[Cost: The cost for publishing the notice will be split equally between all the entities
involved. See attached Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and
equipment being provided to the Contracting Authority. In the event there is a
failure of a voting machine the Contracting Officer shall try to remedy the problem
over the phone. If he is unable so to do he will dispatch to locations within
Galveston County the appropriate technical support personnel and equipment to
correct the failure.
[Cost: Included in the 10% election fee]

1.4 On behalf of the Contracting Authority, obtain voter registration lists/polling
books from the Voter Registrar to be used during Early Voting and on Election Day.
[See Section 2.3 below]

For additional Duties of the Contracting Officer see the table below

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2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section

2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005. With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections. Texas Election Code §85.005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide.

2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day.

2.6 If the Contracting Authority is selecting the polling locations, it will submit a list of them and the contact information for each facility to the Contracting Officer by **February 1, 2012**. Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than MARCH 7, 2012**. All language on the ballot must be provided in both English and Spanish.

2.8 Return to the Contracting Officer, by **noon on MARCH 23, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made.

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67 017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day

2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results

2.13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.14 Pay a \$100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract

2.15 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U.S. Department of Justice. If the Contracting Authority is appointing personnel to staff the polling locations, Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers.

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of \$500 or the cost of services and equipment rendered up through the date of cancellation.

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07-CV-377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the

electoral process, including ballots”, that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C. §1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA, and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer’s services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night. [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities choosing this service]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use. [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment. [Cost: Determined by the number of contests on the ballot: \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests.]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [Cost: \$350 for use of the equipment plus overtime for county employees doing the tabulation (est. max \$350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election [Cost: Included in the 10% election fee]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p m [Cost: \$50 per trainee attending the four hour sessions]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training but if they have attended a County-conducted election training session within 90 days of the commencement of May 2012 Early Voting they will not be required to attend additional training for this election cycle		
<input type="checkbox"/> Waive	<input checked="" type="checkbox"/> Select	Waiver of evening training. The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box
<input checked="" type="checkbox"/> Use ePollBooks	<input type="checkbox"/> Use Paper Poll Books	ePollBook Option. Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books [Cost: \$100 each with two per polling location]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]

Contracting Authority to Perform	Contracting Officer to perform	Service
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4 007 Otherwise the Contracting Authority shall perform this service [No additional cost]		
Note: Due to the requirements placed upon Galveston County by SB 100 passed by the 82 nd Texas Legislature Regular Session, the Contracting Officer will not be able to offer Ballot by Mail services to any entity during even numbered year election cycles For entities that contract with the Contracting Officer to program ballots and tally their results, paper ballots will be provided to support their ballot by mail process The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$ 25 per ballot		
<input type="checkbox"/> Accept	<input checked="" type="checkbox"/> Decline	The Contracting Authority may have an observer present during the tabulation of the votes If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority Pursuant to Texas Election Code §31 100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties As noted in paragraph 2 14, the Contracting Authority shall pay \$100 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$7,400 cost of hiring this part time help

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week
- (3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75 00) Dollars or an additional ten percent (10%) for general supervision of the election

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements. Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Contracting Authority's Authorized Representative for all purposes of this Contract is

Zina Tedford

In the case of a Joint election, the Contracting Authority makes known that Zina Tedford will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change.

(1) the authority with whom applications of candidates for a place on a ballot are filed,

(2) the authority with whom documents are filed under Texas Election Code §251.001 et seq, or

(3) the authority to serve as custodian of voted ballots or other election records

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals

Contracting Officer:

Dwight Sullivan, County Clerk
Attention William Sargent, Chief Deputy Clerk for Elections
Galveston County Judice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email. William.Sargent@co.galveston.tx.us

Contracting Authority:

City of La Marque
1111 Bayou Road
La Marque, Tx 77568
Charles D. Gentry
Phone 409-938-9203
Email cityclerk@ci.la-marque.tx.us

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do

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Executed this 13th day of December, 2011

Contracting Officer

Dwight D. Sullivan
Dwight D. Sullivan

Contracting Authority:

City of La Marque - Carol Buttler
Name. Carol Buttler

☒ City Manager ☐ Mayor
☐ Superintendent ☐ President
☐ Chair County Executive Committee
☐ City Secretary ☐ Other

Received and Filed:

Galveston County

Mark Henry
Hon. Mark Henry
County Judge

Attest:

Dwight D. Sullivan
Dwight D. Sullivan
County Clerk

Date: 12/13/11

Date Copy of Agreement Furnished
to County Treasurer. _____

Date Copy of Agreement Furnished
to County Auditor _____

Service	Charges for Service
<i>Program, or arrange to have programmed, the ballot</i>	1-10 Contests \$550 11-20 Contests \$1,100 21-30 Contests \$1,650 31-40 Contests \$2,450 41+ Contests \$3,000
<i>Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment</i>	The actual cost associated with publishing said notice divided by the number of entities included in the notice. [e g , In the May 2011 election the cost was \$1026 74 / 13 = \$78 98]
<i>Printing of ballots for Ballots by Mail, Sample Ballots, and Test Ballots</i>	\$ 25 per ballot
<i>Receiving and checking in supplies and equipment on election night</i>	Non-Election Division County employees are used for this purpose and they are paid their normal rate and any applicable overtime. This expense applies only to those entities that bring their equipment and supplies to the Contracting officer on Election Night. Some prefer to return same to the Contracting Officer the next business day, in which case this fee does not apply. Said expense is divided by the number of polling locations returning equipment and supplies on Election Night. [e g , In the May 2011 election the cost was \$953 10 divided by 18 polling locations for a cost of \$52 95 each.]
<i>Election Kits</i>	Cost of \$50 each (one per polling location for both Early Voting and Election Day)
<i>Training</i>	\$50 per trainee plus overtime for personnel providing this service after normal business hours. Each entity is given the opportunity to opt out of "after hours training" if they wish to avoid the overtime costs. [With the changes in the Election Code, all election workers should attend training unless they are emergency appointments. Those workers who have attended training will be compensated at an hourly rate of \$10 per hour. Those who have not will receive \$8 per hour. All Judges and Alternate Judges will be required to attend training as a prerequisite for serving. For additional information on compensation of election workers see Section 3 on page 7 of this contract.]

Service	Charges for Service
<i>Contracting Officer's Personnel transportation of voting machines to and from polling locations</i>	\$100
<i>Service Charges for Service Providing voting machines and equipment</i>	Rental of eSlates \$250 each, Rental of JBCs \$250 each, Rental of Disabled Access Units \$300 ea. For Early Voting the Contracting Officer is authorized by statute to charge these rates on a daily basis. To date, the Contracting Officer has chosen not to do so, so that entity election costs may be made more manageable!
<i>Arrange for the use of a Central Counting Station, personnel, conduct of the 2nd and 3rd L&A tests, tabulation of election results and prep of the unofficial precinct results</i>	\$350 for use of the equipment plus overtime for counting station personnel providing this service after business hours [Previously this charge was a flat \$700 fee. Doing it this way should result in a reduction of costs for most entities.]
<i>Technical & equipment support for machines and equipment being provided to the Client.</i>	Charges apply only for services provided by non-Elections Division personnel and are a straight pass through to the entity
<i>Hire judges, alternate judges and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board and Central Counting Station].</i>	\$10 per hour per person. In situations where the Contracting Officer is unable to find qualified voters from within the jurisdiction of the Contracting Authority's territorial boundaries, he may hire County employees who qualify under the provisions of the Texas Election Code. Should this occur, these County employees will be paid at their normal rate of pay plus overtime as applicable. [See Section 3 on page 7 of this contract for additional information of the compensation of election workers.]
<i>Cancellation Fee</i>	If the Contracting Authority cancels its election and notifies the Contracting Officer within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a \$500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation.

Service	Charges for Service
<i>Election Division staff supplementation and enhanced customer service</i>	New Charge: For all local entity elections the Election Division staff will be supplemented by two experienced and qualified election judges who will provide support services for their election and to election workers in the field. The cost associated with this support is \$7,400. The Commissioners Court has requested that the Contracting Officer recoup this cost from the local entities. In even-numbered years when the May entity elections overlap with Primary Runoff elections the <i>entities will be charged \$100 per EV and ED polling location within their jurisdiction</i> . The remainder of the \$7,400 will be covered by the County. In odd-numbered years or when the entity's election does not overlap another election cycle, the entire cost will be covered by those contracting with the County for election services. In such cases the cost will be \$7,400 divided by the total number of EV and ED polling locations for all entities contracting with the county for election services, times the number of EV and ED polling locations within each jurisdiction.
<i>Electronic Poll Book Option</i>	Assuming the availability of equipment, the Contracting Authority may choose to use electronic poll books which include a netbook, mouse, carrying case, card reader, Brother label printer, printer labels, a magnetic stripe reader, and bar code scanner. The cost will be \$100 per electronic poll book with two poll books being deployed at any given polling location.
<i>Arrange for polling locations & contracting for polling locations</i>	Fees charged by the facilities used will be passed on to the entity. No additional fees will be charged.
<i>After normal business hours use of County employees during the election cycle will be billed to the entities.</i>	Regular pay plus overtime for each employee. Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services.

Service	Charges for Service
<i>Performance of duties and services under the contract.</i>	\$75 or 10% of the cost of the election, whichever is greater, will be charged as provided by the Texas Election Code
<i>Damage to equipment</i>	Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession.

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AGENDA

ITEM

#4

Contract for Election Services

[May Election Cycle Even Numbered Years]

This Contract is made and entered into this 17th day of November 2011
by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer
for Galveston County("Contracting Officer") and _____ on behalf of
The City of League City ("Contracting Authority").

This Contract is being entered into pursuant to Texas Election Code, Chapter 31,
Subchapter D for the purpose of ensuring that the Contracting Officer and the
Contracting Authority understand the tasks each is to perform in connection with
the following election and any subsequent runoff election, to-wit:

Purpose of Election. General Election

MAY 12, 2012
Election Date

JUNE 23, 2012
Runoff Election Date

1. Duties and Services of the Contracting Officer.

The Contracting Officer shall be responsible for performing the following duties and
furnishing the following services and equipment in connection with the election and
any subsequent runoff election

1 1 Program, or arrange to have programmed, the ballot.

[Cost: Based upon the number of contests on the ballot. See attached Fee Schedule]

1 2 Arrange to have published the legal notices of the first test of the
electronic tabulating equipment as provided in Texas Election Code §127.096 and
conduct all required tests of the electronic tabulating equipment under Texas
Election Code §§127.096-127.098 and §§129.021-129.023. The first test shall be
conducted at least five days prior to the election. In addition, it will be performed
during normal business hours and be open to the public.

[Cost: The cost for publishing the notice will be split equally between all the entities
involved See attached Fee Schedule]

1.3 Provide technical and equipment support for the voting machines and
equipment being provided to the Contracting Authority. In the event there is a
failure of a voting machine the Contracting Officer shall try to remedy the problem
over the phone. If he is unable so to do he will dispatch to locations within
Galveston County the appropriate technical support personnel and equipment to
correct the failure.

[Cost: Included in the 10% election fee]

1 4 On behalf of the Contracting Authority, obtain voter registration lists/polling
books from the Voter Registrar to be used during Early Voting and on Election Day
[See Section 2.3 below]

For additional Duties of the Contracting Officer see the table below

GALESTON COUNTY TEXAS
COUNTY CLERK
[Signature]

11 DEC -1 PM 12:29

FILED

2. Duties and Services of the Contracting Authority.

The Contracting Authority will be responsible for performing the duties and services set forth in this section.

2.1 Prepare and submit all required submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965 for its election and runoff election.

2.2 Publish notices of the election in accordance with Section 4.003(a) of the Texas Election Code.

2.3 Provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 Establish uniform hours for early voting in accordance with Texas Election Code §85.005. With multiple entities holding elections it is the goal to have uniform hours for polling places across the county thereby reducing the cost of the elections. Texas Election Code §85.005 (d) requires cities to have at least two days of early voting at the main early voting location for 12 hours each day. The Contracting Authority will work with the Contracting Officer and other jurisdictions holding May entity elections in an attempt to ensure uniform election hours county-wide.

2.5 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer no later than 71 days prior to the Election Day.

2.6 If the Contracting Authority is selecting the polling locations, it will submit a list of them and the contact information for each facility to the Contracting Officer by **February 1, 2012**. Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location.

2.7 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than MARCH 7, 2012**. All language on the ballot must be provided in both English and Spanish.

2.8 Return to the Contracting Officer, by **noon on MARCH 23, 2012**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made.

2.9 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirement and that failure to provide the information in paragraphs 2.5, 2.6, 2.7 and 2.8 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

2.10 As required by § 67.017 (b) and the Secretary of State's Office, make an electronic precinct-by-precinct report to the Secretary of State's Office by no later than the 30th day after Election Day.

2.11 Unless otherwise stipulated, transport, or have its Presiding Election Judges transport on its behalf, the voting machines and equipment to the Contracting Authority's Early Voting and Election Day voting locations

2.12 Supervise, with the assistance of the Contracting Officer, the overall conduct of its election in Contracting Authority's jurisdiction including the supervision tabulation of results

2.13 Appoint the Signature Verification Committee and the Early Voting Ballot Board, and the presiding judge of the Central Counting Station. The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.14 Pay a \$100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract.

2.15 Pursuant to the provisions of the Help America Vote Act of 2002, provide the appropriate number of bilingual poll workers as determined by guidance provided by the U S Department of Justice. If the Contracting Authority is appointing personnel to staff the polling locations, Contracting Authority may not impose this duty on Contracting Officer. But, the Contracting Officer will attempt to assist Contracting Authority in finding bilingual poll workers

Cancellation of Contract: Contracting Authority may cancel this Contract without incurring any expenses by notifying Contracting Officer of its intention to so cancel by no later than forty-eight (48) hours after its candidates filing deadline. Should Contracting Authority desire to cancel this Contract after that time it may do so upon twenty-four (24) hours notice to Contracting Officer but Contracting Authority will be obligated to pay Contracting Officer the greater of a fee of \$500 or the cost of services and equipment rendered up through the date of cancellation

Special Provision: Bilingual Poll Worker Requirements. Galveston County was a party in Civil Action No. 3:07 CV 377 styled "The United States of America, Plaintiff, v. Galveston County, Texas, Defendant in the United States District Court for the Southern District of Texas, Galveston Division". It entered into a Consent Decree that acknowledged it is covered under both Section 4(f)(4) of the Voting Rights Act as amended and 42 U.S.C. §1973(b)(4)(Section 4(f)(4) to provide Spanish language written materials and assistance to voters. Galveston also has an obligation to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 ("HAVA"), 42 U.S.C. §§15301 et. seq. Although this Consent Decree expired December 31, 2010, Galveston County agreed that it is permanently enjoined from.

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the

electoral process, including ballots”, that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S C S1973b(f)(4); and

b) Failing to ensure that poll workers provide and receive adequate training regarding (1) the use of providing provisional ballots under Section 302(a) of HAVA; and (2) the display of all HAVA-required signs under Section 302(b) of HAVA.

Contracting Authority understands that regardless of whether it desires to engage the Contracting Officer’s services, it likewise has an obligation to comply fully with the same terms and provisions of the Voting Rights Act and the Help America Vote Act.

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Selection of Services:

The Contracting Authority hereby selects the following services that it wants the Contracting Officer to provide and those services for which the Contracting Authority shall be responsible. The Contracting Officer will affirm his willingness to perform the services requested by the Contracting Authority by signing this agreement.

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure and distribute to the Election Judges all necessary election supplies, including but not limited to sample ballots, election kits, and office supplies such as paperclips, and pens. Each kit and unused election supplies are to be returned by the Contracting Authority to the Contracting Officer after the voting polls close on Election Night. [Cost: \$50 per kit]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for receiving and checking in the supplies and equipment being returned by the Election Judges after the voting polls close on Election Night [Cost: Overtime for staff and part time workers hired to provide this service will be evenly split between the entities choosing this service]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Procure all necessary voting machines and equipment for use at early voting and election day locations and prepare them for use [Cost: \$250 per eSlate or JBC and \$300 per DAU eSlate]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Transport, or arrange to have transported, the voting machines and equipment to and from the early voting locations. [Cost: \$100 delivery per location].
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for programming of the ballot and the Logic and Accuracy Testing of the counting equipment [Cost: Determined by the number of contests on the ballot: \$550 for up to ten contests, \$1,100 for up to 20, \$1,650 for up to 30, \$2,450 for up to 40 and \$3,000 for 41 or more contests]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Arrange for the use of a central counting station and for the tabulating and supervisory personnel and equipment needed at the counting station. Prepare the testing materials for the tabulation of the ballots to be used with electronic tallying equipment. Prepare the unofficial tabulation of precinct results on Election Night. [Cost: \$350 for use of the equipment plus overtime for county employees doing the tabulation (est max \$350)]

Contracting Authority to Perform	Contracting Officer to perform	Service
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election [Cost: Included in the 10% election fee]
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 6 p.m. [Cost: \$50 per trainee attending the four hour sessions]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to attend training. Clerks shall be required to attend training but if they have attended a County-conducted election training session within 90 days of the commencement of May 2012 Early Voting they will not be required to attend additional training for this election cycle		
<input type="checkbox"/> Waive	<input type="checkbox"/> Select	<i>Waiver of evening training.</i> The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box
<input type="checkbox"/> Use ePollBooks	<input checked="" type="checkbox"/> Use Paper Poll Books	<i>ePollBook Option:</i> Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books. [Cost: \$100 each with two per polling location]
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election. [Cost: Base cost of \$10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]

Contracting Authority to Perform	Contracting Officer to perform	Service
If the Contracting Officer is to hire judges, alternate judges and clerks he will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4 007 Otherwise the Contracting Authority shall perform this service. [No additional cost]		
Note: Due to the requirements placed upon Galveston County by SB 100 passed by the 82 nd Texas Legislature Regular Session, the Contracting Officer will not be able to offer Ballot by Mail services to any entity during even numbered year election cycles For entities that contract with the Contracting Officer to program ballots and tally their results, paper ballots will be provided to support their ballot by mail process The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is \$ 25 per ballot		
<input checked="" type="checkbox"/> Accept	<input type="checkbox"/> Decline	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.

3. Compensation, Billing, and Payment.

Attached to this Contract is a Schedule of Fees for Services rendered by Contracting Officer to Contracting Authority. Pursuant to Texas Election Code §31.100 these fees are the actual expenses incurred by Contracting Officer in providing the various services contained herein

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2 14, the Contracting Authority shall pay \$100 per Early Voting and Election Day polling location within its jurisdiction to help defray the \$7,400 cost of hiring this part time help.

If the Contracting Officer is hiring the election workers for the Contracting Authority the following is agreed:

- (1) The base rate of pay for each worker who has attended training is \$10 per hour and the base pay for any clerk who has been unable to attend training is \$8 per hour.
- (2) If any election worker serves more than 40 hours during a normal pay week (*Thursday through Wednesday*) they will be paid time-and-a-half for each hour served over 40 during that pay week
- (3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five (\$75 00) Dollars or an additional ten percent (10%) for general supervision of the election

Pursuant to Texas Election Code §31.098, Contracting Officer may contract with third persons for election services and supplies agreed to herein and, upon reimbursement by Contracting Authority, which the Contracting Authority hereby agrees to pay when invoiced, will pay the claims for those election expenses on Contracting Authority's behalf.

Contracting Officer will invoice Contracting Authority for services rendered under this Contract. Contracting Authority will make payment to Contracting Officer in accordance with the terms and provisions of what is commonly referred to as the Texas Prompt Payment Act.

4. Voting System.

The Hart Interclivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5. Authorized Representatives.

Contracting Officer's Authorized Representative for all purposes of this Contract is its' Chief Deputy Clerk for Elections.

The parties recognize that Contracting Authority may be contracting with Contracting Officer solely for services to be provided for its own election. Alternatively, the parties recognize that Contracting Authority may have contracted with other political subdivisions for the conducting of joint elections and that Contracting Authority is contracting with Contracting Officer for services to be provided for its own election as well as for the elections of other political subdivisions as a result of these separate joint election agreements. Regardless of whether the Contracting Authority is acting solely on behalf of its own election or on behalf of itself and other political subdivisions as a result of separate joint election agreements, Contracting Authority's Authorized Representative for all purposes of this Contract is

The City Secretary

In the case of a Joint election, the Contracting Authority makes known that The City Secretary will serve as the party making decisions relating to said Joint election and the Contracting Authority will be bound by decisions made by this person on its behalf.

6. General Provisions.

As specified in Texas Election Code §31.096 this Contract may not change.

(1) the authority with whom applications of candidates for a place on a ballot are filed;

(2) the authority with whom documents are filed under Texas Election Code §251.001 et. seq ; or

(3) the authority to serve as custodian of voted ballots or other election records.

As set forth in Texas Election Code §31.099 not later than the 10th day after the date this Contract is executed the Contracting Officer shall file a copy of this Contract with

the County Treasurer and the County Auditor.

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

The Contracting Authority acknowledges that holding multiple simultaneous elections presents logistical problems and other problems over and above a single election. The Contracting Officer and his employees and agents will attempt to help ensure that these simultaneous elections are conducted without error or mishap, but on occasion, errors or mishaps do occur. Accordingly, the Contracting Authority agrees that should an error or mishap occur that it will not make any claim against the Contracting Officer, the County of Galveston, or their full or part-time employees, independent contractors or agents for damages of any kind including but not limited to any and all costs relating to an election contest and/or costs and damages incurred by the Contracting Authority for having to conduct a second election, as a result of such error or mishap.

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

For purposes of implementing this Contract, the Contracting Officer and the Contracting Authority designate the following individuals, and whenever the Contract requires submissions of information or notice to the Contracting Officer or the Contracting Authority, submissions or notices shall be made to these individuals:

Contracting Officer:

Dwight Sullivan, County Clerk
Attention: William Sargent, Chief Deputy Clerk for Elections
Galveston County Justice Center
600 59 th Street, Suite 2001
Galveston, TX 77551-4180
409-770-6005
Email: William.Sargent@co.galveston.tx.us

Contracting Authority:

City of League City
300 W. Walker St
League City, TX 77573

Phone: 281-554-1034

Email: Alana.Stappe@leaguecity.com

Although the parties recognize that pursuant to §31.092 of the Texas Election Code this Contract needs not be submitted to the Galveston County Commissioners' Court to be placed on the Consent Agenda as a Receive and File Item, they find it prudent so to do

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Executed this 13th day of December, 2011.

Contracting Officer.

Dwight D. Sullivan
Dwight D. Sullivan

Contracting Authority:

Timothy Paul
Name: Timothy Paul

- ☐ City Manager ☒ Mayor
☐ Superintendent ☐ President
☐ Chair County Executive Committee
☐ City Secretary ☐ Other

Received and Filed:

Galveston County

Mark Henry
Hon. Mark Henry

County Judge

Attest:

Dwight D. Sullivan
Dwight D. Sullivan
County Clerk

Date: 12/13/11

Date Copy of Agreement Furnished
to County Treasurer _____

Date Copy of Agreement Furnished
to County Auditor. _____

Service	Charges for Service
<i>Program, or arrange to have programmed, the ballot</i>	1-10 Contests \$550 11-20 Contests \$1,100 21-30 Contests \$1,650 31-40 Contests \$2,450 41+ Contests \$3,000
<i>Arrange to have published legal notices regarding the first Logic and Accuracy test of the tabulating equipment</i>	The actual cost associated with publishing said notice divided by the number of entities included in the notice <i>[e.g., In the May 2011 election the cost was \$1026 74 / 13 = \$78 98]</i>
<i>Printing of ballots for Ballots by Mail, Sample Ballots, and Test Ballots</i>	\$ 25 per ballot
<i>Receiving and checking in supplies and equipment on election night</i>	Non-Election Division County employees are used for this purpose and they are paid their normal rate and any applicable overtime. This expense applies only to those entities that bring their equipment and supplies to the Contracting officer on Election Night. Some prefer to return same to the Contracting Officer the next business day, in which case this fee does not apply. Said expense is divided by the number of polling locations returning equipment and supplies on Election Night. <i>[e.g., In the May 2011 election the cost was \$953 10 divided by 18 polling locations for a cost of \$52 95 each]</i>
<i>Election Kits</i>	Cost of \$50 each (one per polling location for both Early Voting and Election Day)
<i>Training</i>	\$50 per trainee plus overtime for personnel providing this service after normal business hours. Each entity is given the opportunity to opt out of "after hours training" if they wish to avoid the overtime costs. [With the changes in the Election Code, all election workers should attend training unless they are emergency appointments. Those workers who have attended training will be compensated at an hourly rate of \$10 per hour. Those who have not will receive \$8 per hour. All Judges and Alternate Judges will be required to attend training as a prerequisite for serving. For additional information on compensation of election workers see Section 3 on page 7 of this contract.]

Service	Charges for Service
<i>Contracting Officer's Personnel transportation of voting machines to and from polling locations</i>	\$100
<i>Service Charges for Service Providing voting machines and equipment</i>	Rental of eSlates \$250 each; Rental of JBCs \$250 each; Rental of Disabled Access Units \$300 ea. For Early Voting the Contracting Officer is authorized by statute to charge these rates on a daily basis. To date, the Contracting Officer has chosen not to do so, so that entity election costs may be made more manageable!
<i>Arrange for the use of a Central Counting Station, personnel, conduct of the 2nd and 3rd L&A tests, tabulation of election results and prep of the unofficial precinct results</i>	\$350 for use of the equipment plus overtime for counting station personnel providing this service after business hours. [Previously this charge was a flat \$700 fee Doing it this way should result in a reduction of costs for most entities]
<i>Technical & equipment support for machines and equipment being provided to the Client.</i>	Charges apply only for services provided by non-Elections Division personnel and are a straight pass through to the entity.
<i>Hire judges, alternate judges and clerks [including members of the Signature Verification Committee, Early Voting Ballot Board and Central Counting Station].</i>	\$10 per hour per person. In situations where the Contracting Officer is unable to find qualified voters from within the jurisdiction of the Contracting Authority's territorial boundaries, he may hire County employees who qualify under the provisions of the Texas Election Code. Should this occur, these County employees will be paid at their normal rate of pay plus overtime as applicable. [See Section 3 on page 7 of this contract for additional information of the compensation of election workers]
<i>Cancellation Fee</i>	If the Contracting Authority cancels its election and notifies the Contracting Officer within forty-eight hours after its candidates filing deadline there will be no cancellation charge. If the Contracting Authority cancels its election after the forty-eight hour grace period, it will pay the greater of a \$500 cancellation fee or the cost of services and equipment rendered up through the date of cancellation.

Service	Charges for Service
<i>Election Division staff supplementation and enhanced customer service</i>	New Charge: For all local entity elections the Election Division staff will be supplemented by two experienced and qualified election judges who will provide support services for their election and to election workers in the field. The cost associated with this support is \$7,400. The Commissioners Court has requested that the Contracting Officer recoup this cost from the local entities. In even-numbered years when the May entity elections overlap with Primary Runoff elections the <i>entities will be charged \$100 per EV and ED polling location within their jurisdiction</i> . The remainder of the \$7,400 will be covered by the County. In odd-numbered years or when the entity's election does not overlap another election cycle, the entire cost will be covered by those contracting with the County for election services. In such cases the cost will be \$7,400 divided by the total number of EV and ED polling locations for all entities contracting with the county for election services, times the number of EV and ED polling locations within each jurisdiction.
<i>Electronic Poll Book Option</i>	Assuming the availability of equipment, the Contracting Authority may choose to use electronic poll books which include a netbook, mouse, carrying case, card reader, Brother label printer, printer labels, a magnetic stripe reader, and bar code scanner. The cost will be \$100 per electronic poll book with two poll books being deployed at any given polling location.
<i>Arrange for polling locations & contracting for polling locations</i>	Fees charged by the facilities used will be passed on to the entity. No additional fees will be charged.
<i>After normal business hours use of County employees during the election cycle will be billed to the entities.</i>	Regular pay plus overtime for each employee. Said expense, if not directly attributable to a specific entity, will be divided by the number of entities contracting with Galveston County for election services.

Service	Charges for Service
<i>Performance of duties and services under the contract.</i>	\$75 or 10% of the cost of the election, whichever is greater, will be charged as provided by the Texas Election Code
<i>Damage to equipment</i>	Contracting Authority agrees to be responsible for any actual damages for repairs of voting equipment caused by its Election Workers during the time the voting equipment was in their possession

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AGENDA

ITEM

#5



JUVENILE JUSTICE DEPARTMENT

County of Galveston
(PROBATION, RESIDENTIAL AND DETENTION SERVICES)

December 5, 2011

Patricia Grady
County Judge's Office
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

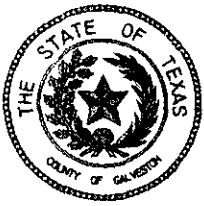
Hi Patricia

Enclosed is a copy of the Annual Inspection of the Galveston County Juvenile Justice Center that was signed and approved by the Juvenile Board on November 10, 2011. This document is for the Court to receive and file.

Thanks,

A handwritten signature in cursive script that reads "Brent".

Brent T. Norris, Director
Galveston County Juvenile
Justice Department



County of Galveston

The Honorable Commissioners Court
County of Galveston
County Courthouse
Galveston, Texas 77550

Ref Annual Inspection of the
Galveston County Juvenile
Justice Center

Dear Commissioners

The Galveston County Juvenile Board met this date, November 10, 2011, in their regular monthly meeting for the specific purpose of certifying the Jerry J Esmond Juvenile Justice Center located at 6101 Attwater Avenue, Texas City, Texas as the designated place of detention/placement for the juvenile offender. The rated capacity for the Juvenile Justice Center's Detention Program is twenty-nine (29) and the Transforming Life Cooperative Residential Program is ten (10)

This certification is in compliance with Section 51 12, Subsection (c), and Section 51 125 of the Texas Family Code, Title 3, Juvenile Justice Code We, the members of the Juvenile Board feel that this facility is "safe and suitable" for the detention/placement of juveniles We have considered all required information mandated in Sections 51 12 and 51 125 of the Texas Family Code The Texas Administrative Code's "Standards for Juvenile Pre-Adjudication and Post-Adjudication Secure Detention/Correctional Facilities" were used as the guidelines to develop the Manual for operating the Galveston County Juvenile Justice Center

Sincerely,

JANIS YARBROUGH, Chair

Date

STEPHEN BAKER

Date

DAVID E GARNER

Date

LONNIE COX

Date

JOHN GRADY

Date

SUSAN CRISS

Date

MARK HENRY

Date

CHRISTOPHER DUPUY

Date

WAYNE MALLIA

Date

JOHN ELLISOR

Date

BARBARA ROBERTS

Date

JAMES W WOLTZ

Date

AGENDA

ITEM

#6

Computer and Network Equipment Contributed to Galveston County For the Training Purposes

The equipment on the attached list is contributed by Robert Lyons to Galveston Count for the sole purpose of training and research for Galveston County Information Technology Staff. The equipment can be used to setup routing, switching, wireless, and voice labs. Some of the devices require additional functional components but most does not. The passwords for the equipment are either ciscO123 or cisco.

The value of the equipment is estimated to be in excess of \$27,000. This estimate is based on conservative Ebay prices.

Galveston County Equipment Donation

Device	Count	Estimated Price Per Unit Price	Total Price
Cisco Router 2811	11	\$350	\$3,850
2100 Wireless LAN Controller	1	\$2,000	\$2,000
520 Wireless LAN Controller	1	\$250	\$250
3725 MultiService Router	2	\$275	\$550
3725 MultiService Router w/AIM Card	1	\$540	\$540
VG224 Voice Analog Gateway	1	\$1,000	\$1,000
WS-X4013+10GE	1	\$2,900	\$2,900
WS-X4013+ Supervisor Engine II- PLUS	1	\$250	\$250
WS-X4224-RJ45V	2	\$750	\$1,500
WS-X4448-GB-RJ45V	1	\$185	\$185
WS-X4515 Supervisor Engine IV	1	\$300	\$300
4507-R-E	2	\$4,000	\$8,000
Cisco MCS 7800	3	\$1,700	\$5,100
Cisco 2650 router w/AIM Card	1	\$300	\$300
Cisco 1841 Router	1	\$399	\$399
Cisco Catalyst C2980G- A	1	\$100	\$100
2960 SI	1	\$399	\$399
Total			\$27,623

AGENDA

ITEM

#7



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co galveston tx us



December 6, 2011

Mark Henry, Galveston County Judge
722 Moody Street
Galveston, Texas 77550

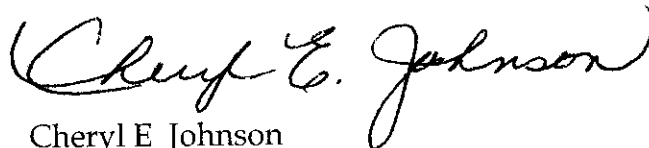
Re Request for Approval of Refunds in Excess of \$2,500.00

Dear Judge Henry

In accordance with Section 31.11 (a) of the Texas Property Tax Code, I hereby request approval of the following refund (s)

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
H6240-0002-0003-005	\$3,010.07	Supplemental Adjustment

Sincerely,


Cheryl E Johnson

Refunds over \$2500

[illegible]

AGENDA

ITEM

#8



Cheryl E. Johnson, RTA

Assessor and Collector of Taxes

Galveston County

Galveston County Courthouse

722 Moody Avenue, Galveston, Texas 77550

Toll Free 877-766-2284 Fax 409-766-2479 Office 409-765-3277

Cheryl E Johnson@co.galveston.tx.us



December 5, 2011

The Honorable Mark Henry
Galveston County Judge
722 Moody
Galveston, Texas 77550

Re Request for Agenda Item
Interlocal Tax Collection Agreement
Cities of Friendswood & League City

Dear Judge Henry

In July, Commissioners finalized approval of Fee Reduction Amendments to Interlocal Tax Collection Agreements for each of our collection customers. Although the cover letters distinguished that the amendment covered only Galveston County parcels, the actual Amendment did not make this distinction. Therefore, attached please find corrected Agreements for both the Cities of Friendswood and League City, each having properties located in two counties.

Please consider this Amendment at your earliest convenience and return one of the signed originals to my office so that we may provide an executed original to each City.

Should you have questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E Johnson, RTA

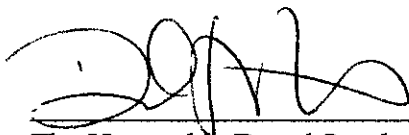
Enclosures

cc Mr Harvey Bazaman

**FEE REDUCTION AMENDMENT
TO
INTERLOCAL TAX COLLECTION AGREEMENT**


- I This Amendment is entered into between the County of Galveston and the City of Friendswood
- II. Parties named herein have entered into an Interlocal Tax Collection Agreement for tax assessment and collection services through July 31, 2012
- III. Parties agree that beginning with the 2011 tax year, the per parcel fee charged by the County shall be \$0.27 per parcel (\$1.01 for parcels located outside of Galveston County) or 1% of the taxing entity levy, whichever is less.
- IV Parties agree that the original Interlocal Tax Collection Agreement, along with subsequent Amendments on file with the Office of the Galveston County Clerk constitute the complete understanding of the parties. No other representation, oral or written, between the parties shall be of any force and effect unless specifically stated in writing

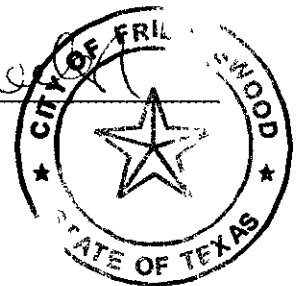
Executed this, the 29 day of September 2011.



The Honorable David Smith, Mayor

City of Friendswood

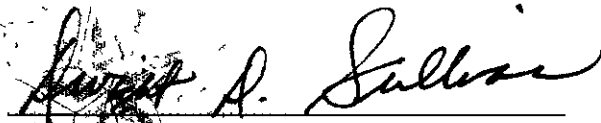

Witness
Melinda Welsh, TRMC
City Secretary

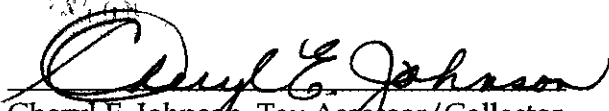



Mark Henry, County Judge

12/13/11
Date

Attest


Dwight Sullivan, County Clerk

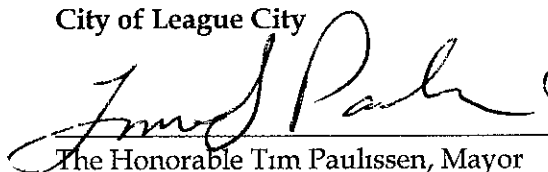

Cheryl E. Johnson, Tax Assessor/Collector

**FEE REDUCTION AMENDMENT
TO
INTERLOCAL TAX COLLECTION AGREEMENT**

- I This Amendment is entered into between Galveston County and the City of League City
- II Parties named herein have entered into an Interlocal Tax Collection Agreement for tax assessment and collection services through July 31, 2012.
- III Parties agree that beginning with the 2011 tax year, the per parcel fee charged by the County will be \$0.27 per parcel (\$1.01 for parcels located outside of Galveston County) or 1% of the taxing entity's levy, whichever is less
- IV Parties agree that this Interlocal Tax Collection Agreement, along with subsequent Amendments on file with the Office of Galveston County Clerk constitute the complete understanding of the parties. No other representation, oral or written, between the parties shall be of any force and effect unless specifically stated in writing

Executed this the 8th day of November, 2011

City of League City


The Honorable Tim Paulissen, Mayor

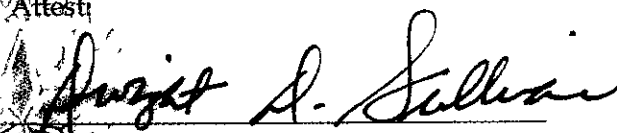

Witness

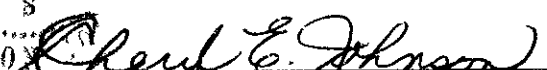
County of Galveston


The Honorable Mark Henry, County Judge

Date

Attest:


Dwight Sullivan, County Clerk


Cheryl E. Johnson, Tax Assessor/Collector



AGENDA

ITEM

#9

On this the 13th day of December, 2011, the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present

Mark A. Henry, County Judge;
Patrick F. Doyle, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

when the following proceedings, among others, were had, to-wit

<p style="text-align: center;">A Resolution Casting Votes for the 2012-2013 Board of Directors of the Galveston Central Appraisal District</p>

Whereas, V T C A , Tax Code, Chapter 6 creates an Appraisal District in each County, the purpose of which is to consolidate tax appraisal work for all taxing units under one administrative office, and

Whereas, the Appraisal District is governed by a Board of five Directors who are appointed by vote of all governing bodies that participate in the District, and

Whereas, §6 03(k) of the Property Tax Code provides that each taxing unit that is entitled to vote shall determine its votes by Resolution and submit same to the Chief Appraiser at which time the Chief Appraiser shall count the votes, declare the five candidates who received the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the District and to the candidates, and

Whereas, this is a selection year for the Board of Directors for the period beginning January 1, 2012 through December 31, 2013, and

Whereas, it is the desire of the **Commissioners' Court of Galveston County** to cast the votes for the **County of Galveston**, including **Galveston County Road and Flood** and submit same to the Chief Appraiser of the Galveston Central Appraisal District to be tabulated with all other votes so received

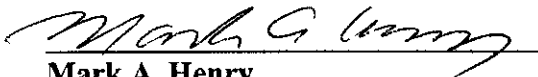
Now, Therefore, Be it Resolved that the **Commissioners' Court of Galveston County**, Texas does hereby cast the votes for the **County of Galveston**, including **Galveston County Road and Flood** as is shown on the attached ballot

Be it Further Resolved that this Resolution be submitted to the Chief Appraiser of the Galveston Central Appraisal District by no later than December 14, 2011 to be tabulated in accordance with the provisions of the Property Tax Code of the State of Texas

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed
on this 13th day of December, 2011

County of Galveston, Texas

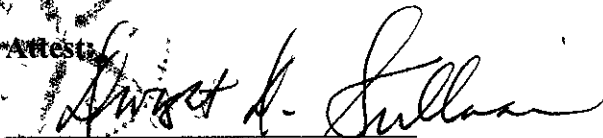
By



Mark A. Henry

County Judge

Attest:



Dwight D. Sullivan

County Clerk



GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

500 Gulf Freeway, Suite 113, Texas City, Texas 77591
Telephone: (409) 935-1560 or toll-free (866) 277-4725
Fax: (409) 935-4310

2012-2013 Board of Directors Election

BALLOT

Voting Unit:	County of Galveston (incl. County Road & Flood)
Number of Votes Taxing Unit is Eligible to Cast:	1242

CANDIDATES	VOTES
Jones, Gary A	2
Moss, David A	2
Pierson, Victor	2
Syers, Walt	2
Williams, II, Emery R	2
Brightwell, Dan	834
Morrison, Clay	396
Timmins, Evelyn	2

◆ RESOLUTION MUST BE ATTACHED TO THIS BALLOT

◆ DEADLINE: *Friday, March 30, 2012*

AGENDA

ITEM

#10

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

THIS AGREEMENT is made and entered into pursuant to the Interlocal Cooperation Act (TEX GOV'T CODE ANN , Ch 791) by and between the **Harris County Flood Control District**, a body corporate and politic under the laws of the State of Texas, hereinafter called "HCFCD," and the **County of Galveston, Texas**, a body corporate and politic under the laws of the State of Texas, hereinafter called "Galveston County "

WITNESSETH, that

WHEREAS, on November 24, 2009, Harris County Commissioners Court authorized HCFCD to enter into negotiations with Galveston County " for the purpose of buying land and building stormwater detention on Mud Gully , " and

WHEREAS on October 28, 2010, HCFCD acquired a certain 134-acre tract along Mud Gully through exercise of the power of eminent domain, and

WHEREAS, on November 23, 2010, Harris County Commissioners Court approved the "Mud Gully and Lower Clear Creek Flood Damage Reduction Project Plan" ("Plan"), prepared by HCFCD, dated November 10, 2010, which proposes construction of an approximately 1,550 acre-foot stormwater detention facility and channel conveyance improvements along Mud Gully, HCFCD Unit A120-00-00, to reduce the threat of flood damage along Mud Gully and lower Clear Creek in Harris County and Galveston County, and

WHEREAS, it is to the mutual benefit of HCFCD and Galveston County to design, permit, and construct the stormwater detention facility, as recommended in the Plan, hereinafter the "Project," to reduce the flooding potential and threat of flood damage along lower Clear Creek, in Harris and Galveston counties, and

WHEREAS, HCFCD is willing to administer the Project, prepare construction drawings and specifications, let the contract for and administer construction of the Project, and maintain the Project improvements upon completion, as provided herein

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and benefits to the parties herein named, the parties agree as follows

I

The Project, known as the "Mud Gully Detention Basin, HCFCD Unit Number A520-03-00," shall consist of designing, permitting and constructing a stormwater detention facility of approximately 1,550 acre-foot capacity on Mud Gully, HCFCD Unit A120-00-00, west of Beamer Road and south of Scarsdale Boulevard, as shown on the attached exhibit

II

The total estimated cost of the Project is Twenty Million Dollars (\$20,000,000 00) (the "Project Cost"), such costs including the design, permitting and construction of the stormwater detention facility, and other associated costs. HCFCD may determine that it is prudent to construct the Project in phases. If HCFCD does construct the Project in phases it shall obtain concurrence in writing from Galveston County prior to doing so. It is understood and agreed by both parties hereto that under no circumstances will the total contribution by Galveston County exceed \$10,000,000 00 for the Project.

Galveston County shall not be responsible for costs associated with site acquisition or Project design, but shall only be responsible for one-half of the construction cost of the Project up to its maximum contribution. Such cost shall include the cost of labor, materials, and equipment required for the Project, as evidenced by actual construction contracts.

III

HCFCD may elect to design and construct certain complementary features to the Mud Gully Detention Basin, such as recreation, environmental enhancements, water quality features, and other similar uses that do not interfere with the function and maintenance of the Mud Gully Detention Basin. Any costs incurred associated with such complementary features will be paid by HCFCD. HCFCD will coordinate the design with Galveston County and obtain its concurrence to determine which bid items, if any, to exclude from the total Project Cost. In the event such features prevent the construction of the 1,550 acre-feet of detention anticipated by the Project, then Galveston County's financial participation shall be reduced pro-rata, based on the actual capacity created.

IV

HCFCD shall coordinate preparation of construction drawings and specifications, and administer bidding, construction, inspection, materials testing, and surveying for the Project. HCFCD shall submit the construction drawings to Galveston County for review and comment. Upon incorporation of all Galveston County comments, construction drawings will be submitted to Galveston County for final approval, which approval shall not be unreasonably withheld.

V

HCFCD shall serve as the "governmental entity" for advertising and receiving bids for construction of the Project and Galveston County shall have no responsibility for administration of the bidding process and shall incur no obligation to any bidder thereby. HCFCD shall advertise and receive bids in accordance with applicable competitive bidding laws for the construction of the Project. HCFCD will open the bids submitted, tabulate all bids, and transmit the bid tabulations and original and/or certified copies of the bid of the lowest responsible bidder to Galveston County.

VI

HCFCD will select the lowest responsible bidder to construct the Project. Upon selection of the successful bidder and before the contract is awarded, HCFCD will notify Galveston County of the bid amount and obtain concurrence in writing from Galveston County. Galveston County will, within forty-five (45) days after such notice, pay HCFCD an amount equal to fifty percent (50%) of the bid amount, except as otherwise provided herein, plus a two percent (2%) contingency for any change orders. Should change orders occur during the construction due to unforeseen circumstances, any such changes will be discussed with Galveston County prior to approval of the change orders.

Any funds contributed by Galveston County for a phase of the Project that are unexpended upon the completion of that phase of the Project shall be returned to Galveston County by HCFCD within forty-five (45) days after the completion of construction of that phase of the Project. If Galveston County's share of the construction cost for a particular phase of the Project exceeds the amount it has previously paid HCFCD, HCFCD shall provide documentation to Galveston County concerning such additional cost and request additional funds from Galveston County. Galveston County shall pay HCFCD such additional cost within forty-five (45) days after such request by HCFCD, up to the amount of its maximum contribution. Under no circumstances will the total contribution by Galveston County exceed \$10,000,000.00 for the Project.

VII

By entering into this Agreement, Galveston County and HCFCD commit themselves only to the construction of a stormwater detention facility and related construction activities within HCFCD Unit A520-03-00. Galveston County and HCFCD expressly understand and agree that, by entering into this Agreement, they do not thereby in any manner commit or obligate themselves to enter into any future agreement(s) for construction of other stormwater detention facilities or other improvements upon or in connection with the Project, or to expend any funds other than the funds obligated herein.

VIII

Upon completion of construction of the Project, HCFCD will assume maintenance of the Project facilities, to the same extent and in a like manner as for other like or similar facilities within the District

IX

HCFCD shall administer construction of the Project and shall produce periodic reports of progress and funds expended not less than once every ninety (90) days. During construction, Galveston County shall have the right to inspect the Project and to review all documents, maps, plats, records, photographs, reports, or drawings affecting said construction, provided, however, that in making such inspections, Galveston County shall not interfere with the work in progress. Within ninety (90) days after completion of the Project, or the last phase of the Project, if it is completed in phases, HCFCD shall deliver to Galveston County Record Drawings for the Project and a final accounting of the total Project Cost to Galveston County. Any unexpended Galveston County funds will be returned by HCFCD within sixty (60) days after Galveston County's concurrence with the final accounting.

X

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to HCFCD at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Director

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to Galveston County at the following address:

The County of Galveston
722 Moody
Galveston, Texas 77550
Attention: County Engineer

XI

Either Galveston County or HCFCD may terminate this Agreement, with or without cause, prior to HCFCD proceeding with award of the construction contract by providing thirty (30) days written notice to the other party. In the event HCFCD or Galveston County elects to terminate this Agreement pursuant to this provision, HCFCD shall refund to Galveston County all amounts paid by Galveston County to HCFCD to date within forty-five (45) days after termination, in which event the parties hereto shall thereafter be relieved of all further obligations hereunder.

In the event that HCFCD has not commenced construction of the Project within four (4) years after the execution of this Agreement, Galveston County shall have the right to terminate this Agreement upon thirty (30) days written notice to HCFCD. In the event that HCFCD has not awarded at least \$20 million in construction contracts for the Project within seven (7) years after the execution of this Agreement, Galveston County shall have the right to terminate this Agreement upon thirty (30) days written notice to HCFCD. In the event of termination under this provision, HCFCD shall deliver to Galveston County a final accounting of Project costs incurred to the date of termination. Any unexpended funds contributed by Galveston County shall be returned to Galveston County by HCFCD within forty-five (45) days after Galveston County's concurrence with such final accounting and the parties hereto will thereafter be relieved of all further obligations hereunder.

XII

It is expressly understood and agreed between the parties that the maximum sum that HCFCD has available for the Project is the sum certified by the Harris County Auditor as shown in the attached Auditor's Certificate and that when HCFCD has expended said sum to meet its obligations hereunder, HCFCD shall have no further obligation or duty hereunder, notwithstanding any word, statement or thing contained in or inferred from the provisions of this Agreement, which might in any light by any person be construed to the contrary.

XIII

It is expressly understood and agreed between the parties that the maximum sum that Galveston County has available for the Project is \$10,000,000.00. When Galveston County has expended said sum to meet its obligations towards the Project cost hereunder, Galveston County shall have no further obligation or duty hereunder, notwithstanding any word, statement or thing contained in or inferred from the provisions of this Agreement, which might in any light by any person be construed to the contrary.

XIV

This Agreement is not intended to and shall not create a joint enterprise between Galveston County and HCFCD. It is understood and agreed by the parties that the personnel of one party shall not be considered employees, agents, partners, joint venturers, or servants of the other party to this Agreement. The parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility for day-to-day management and control of such work, except as may otherwise expressly be provided herein.

XV

No party hereto shall make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party hereto. This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

EXECUTED in triplicate originals JAN 10 2012

APPROVED AS TO FORM

HARRIS COUNTY FLOOD CONTROL
DISTRICT


VINCE RYAN
Harris County Attorney

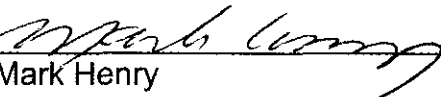
By 
Paul Taparuskas
Senior Assistant County Attorney

By 
Ed Emmett, Harris County Judge

ATTEST

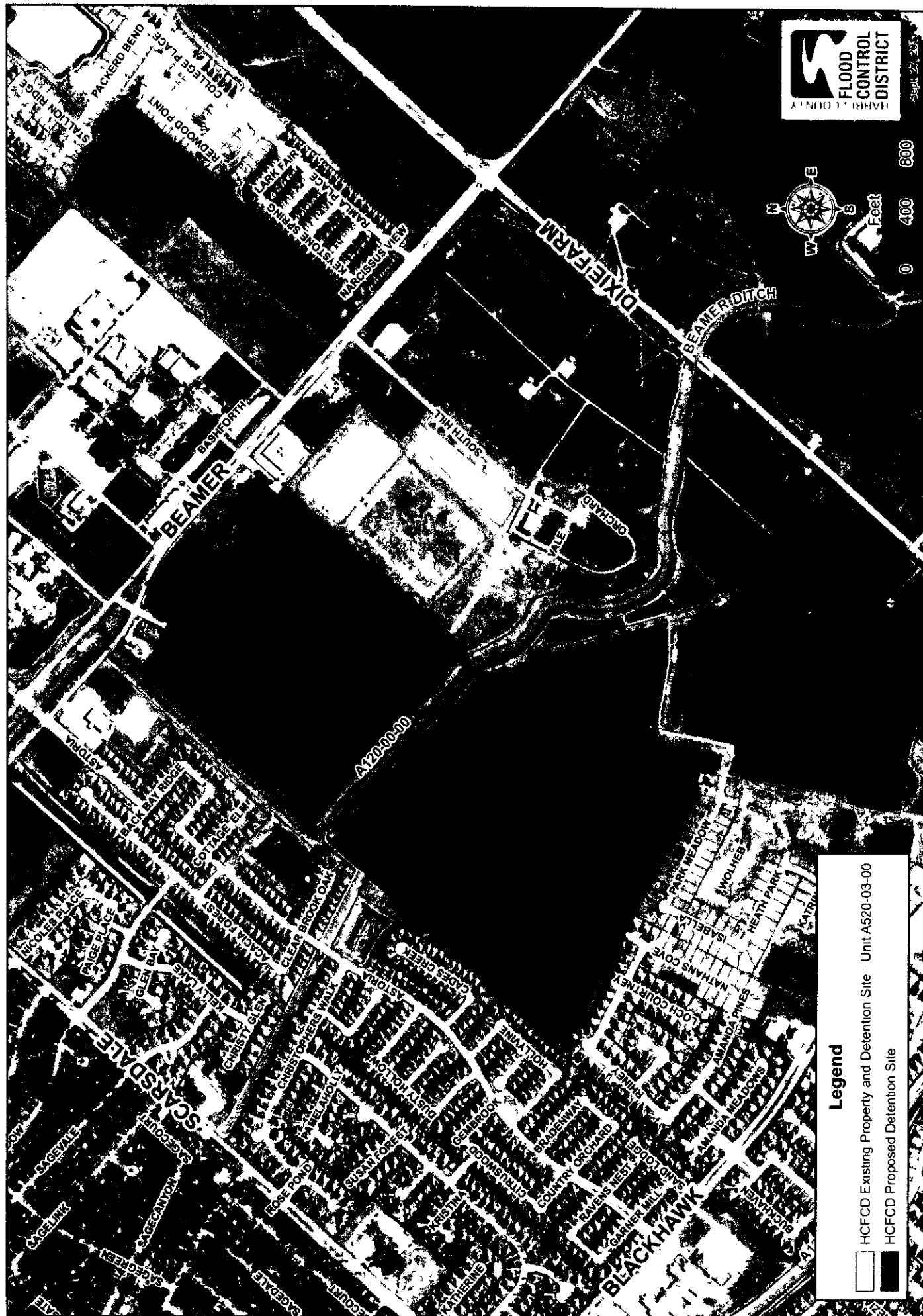
THE COUNTY OF GALVESTON

By 
Dwight Sullivan
Galveston County Clerk

By 
Mark Henry
Galveston County Judge


Date December 13, 2011

Exhibit 1: Proposed Mud Gully Detention



**AUDITOR'S CERTIFICATE FOR INTERLOCAL AGREEMENT
BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
AND THE COUNTY OF GALVESTON, TEXAS**

I hereby certify that funds are available in the amount of \$10,000,000 00 to accomplish and pay the obligation of the Harris County Flood Control District under the Interlocal Agreement, a copy of which is attached hereto, between the Harris County Flood Control District and the County of Galveston, Texas, approved by Commissioners Court on January 10, 2012


Barbara J. Schott, CPA
Harris County Auditor

THE STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

JAN 10 2012
 APPROVE RL
 Recorded Vol _____ Page _____

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on JAN 10 2012, with the following members present, to-wit

Ed Emmett	County Judge
El Franco Lee	Commissioner, Precinct No 1
Jack Morman	Commissioner, Precinct No 2
Steve Radack	Commissioner, Precinct No 3
R Jack Cagle	Commissioner, Precinct No 4

and the following members absent, to-wit NONE, constituting a quorum, when among other business, the following was transacted

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT
 BETWEEN THE HARRIS COUNTY FLOOD CONTROL DISTRICT
 AND THE COUNTY OF GALVESTON, TEXAS**

Commissioner Radack introduced an order and made a motion that the same be adopted. Commissioner Lee seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote

		Yes	No	Abstain
AYES	Judge Ed Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NAYS	Comm El Franco Lee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ABSTENTIONS	Comm Jack Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm R Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows

WHEREAS, on November 24, 2009, Harris County Commissioners Court authorized HCFCD to enter into negotiations with Galveston County " for the purpose of buying land and building stormwater detention on Mud Gully , " and

WHEREAS on October 28, 2010, HCFCD acquired a certain 134-acre tract along Mud Gully through exercise of the power of eminent domain, and

WHEREAS, on November 23, 2010, Harris County Commissioners Court approved the "Mud Gully and Lower Clear Creek Flood Damage Reduction Project Plan" ("Plan"), prepared by HCFCD, dated November 10, 2010, which proposes construction of an approximately 1,550 acre-foot stormwater detention facility and channel conveyance improvements along Mud Gully, HCFCD Unit A120-00-00, to reduce the threat of flood damage along Mud Gully and lower Clear Creek in Harris County and Galveston County, and

WHEREAS, it is to the mutual benefit of HCFCD and Galveston County to design, permit, and construct the stormwater detention facility, as recommended in the Plan, hereinafter the "Project," to reduce the flooding potential and threat of flood damage along lower Clear Creek, in Harris and Galveston counties, and

WHEREAS, HCFCD is willing to administer the Project, prepare construction drawings and specifications, let the contract for and administer construction of the Project, and maintain the Project improvements upon completion

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT

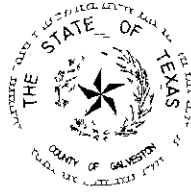
Section 1 The recitals set forth in this order are true and correct

Section 2 County Judge Ed Emmett is hereby authorized to execute for and on behalf of the Harris County Flood Control District, an Interlocal Agreement by and between the Harris County Flood Control District and the County of Galveston, for a fee to be paid by the District of \$10,000,000.00, said Agreement being incorporated herein by reference for all purposes as though fully set forth verbatim herein

AGENDA

ITEM

#11



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 6, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re Bid #B122002A, Corrugated Polyethylene Pipe

Gentlemen,

On December 1, 2011 bids were opened for Bid #B122002A, Corrugated Polyethylene Pipe, at which time four (4) bids were received from the following companies

- Act Pipe and Supply, Inc Houston, Texas
- CPR Services & Supplies, Inc New Caney, Texas
- Great Western Supply Houston, Texas
- Galco Hardware & Supply, LLC Santa Fe, Texas

The Road Administrator and I recommend that you award this bid to the lowest bidder, Act Pipe and Supply, Inc

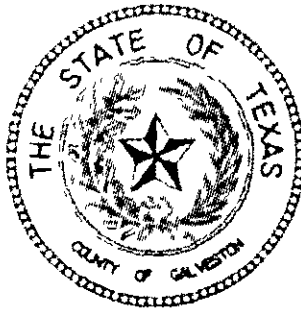
Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", with a long horizontal line extending to the right.

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston

Attachments



The County of Galveston
ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 409/765-3247

Date: December 2, 2011

To: Rufus Crowder, Purchasing Agent

From: Layne Harding, Road Administrator

A handwritten signature, likely of Layne Harding, is written in ink next to the "From:" line.

Re: **Bid# B122002A – Corrugated Polyethylene Pipe**

I recommend awarding the above bid to the low bidder, Act Pipe & Supply Inc.

Thank you for your assistance in obtaining this bid.

LH/djs

BID RESPONSE TABULATION
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

BID #: B122002A
 OPEN: 12/01/2011
 10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 700545		Vendor 700616		Vendor 710602	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	91339	12" CORRUGATED POLYTHYLENE PIPE	1	LF	4 27	4 27	4 26	4 26	5 50	5 50
0002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	6 52	6 52	6 50	6 50	6 93	6 93
0003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	7 85	7 85	7 83	7 83	8 46	8 46
0004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	14 04	14 04	14 01	14 01	14 94	14 94
0005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	19 61	19 61	19 56	19 56	20 49	20 49
0006	91339	36" CORRUGATED POLYETHYLENE PIPE	1	LF	24 46	24 46	24 40	24 40	25 10	25 10
0007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	34 62	34 62	34 53	34 53	35 85	35 85
0008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	44 37	44 37	44 26	44 26	45 52	45 52
Total of all Items					155.74		155.35		162.79	

BID RESPONSE TABULATION
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

BID #: B122002A
 OPEN. 12/01/2011
 10:00 AM

Item	Product Cod	Description	Quantity	Units	Vendor 710604 CPR SERVICES & SUPPLIES INC		Vendor		Vendor	
					Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
0001	91339	12" CORRUGATED POLYTHYLENE PIPE	1	LF	4 25	4 25	0 00	0 00	0 00	0 00
0002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	6 48	6 48	0 00	0 00	0 00	0 00
0003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	7 81	7 81	0 00	0 00	0 00	0 00
0004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	13 97	13 97	0 00	0 00	0 00	0 00
0005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	19 61	19 61	0 00	0 00	0 00	0 00
0006	91339	36" CORRUGATED POLYETHYLENE PIPE	1	LF	24 46	24 46	0 00	0 00	0 00	0 00
0007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	34 62	34 62	0 00	0 00	0 00	0 00
0008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	44 37	44 37	0 00	0 00	0 00	0 00
Total of all Items						155 57		0.00		0.00

BID # B122002A
OPEN 12/01/2011
10:00 AM

BID SHEET

CORRUGATED POLYETHYLENE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL \$ 155.35

OPTIONS TO RENEW 2 Extensions/1 Year Options

Marty O'Mall
WITNESS

11/30/2011
DATE

ACT Pipe & Supply Inc.
COMPANY NAME

RR
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Rick Rasberry
PRINTED NAME

Area Manager
TITLE

8921 FREY Rd.
CORRESPONDENCE ADDRESS

Houston, TX 77034
CITY, STATE ZIP CODE

3-20332-8776-7
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

6950 W. Sam Houston Pkwy N.
REMIT ADDRESS

Houston, Texas 77041
CITY, STATE ZIP CODE

713-937-0600
TELEPHONE NUMBER

713-947-7451
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

BID #: B122002A
OPEN 12/01/2011
10:00 AM

GALVESTON COUNTY, TEXAS

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91339	12" CORRUGATED POLYETHYLENE PIPE	1	LF	SOS261200	\$ 4.26	\$ 4.26
0002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	SOS261500	\$ 6.50	\$ 6.50
0003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	SOS261800	\$ 7.83	\$ 7.83
0004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	SOS262400	\$ 14.01	\$ 14.01
0005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	SOS263000	\$ 19.56	\$ 19.56
0006	91339	36' CORRUGATED POLYETHYLENE PIPE	1	LF	SOS263600	\$ 24.40	\$ 24.40
0007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	SOS264200	\$ 34.53	\$ 34.53
0008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	SOS264800	\$ 44.26	\$ 44.26
Extended Price Total of all Items						\$	155.35

BID #: B122002A

OPEN: 12/01/2011

10:00 AM

BID SHEET

CORRUGATED POLYETHYLENE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following.

LINE ITEM TOTAL \$ 155.57

OPTIONS TO RENEW 2 Extensions/1 Year Options

Bretton J. Knighton
WITNESS

11.29.11
DATE

CPR Services & Supplies, Inc

dba MDN Enterprises
COMPANY NAME

Jennifer Planery
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jennifer Planery
PRINTED NAME

Operations Manager
TITLE

P.O. Box 1148
CORRESPONDENCE ADDRESS

New Caney, Tx 77357
CITY, STATE ZIP CODE

760474330
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 1148
REMIT ADDRESS

New Caney, Tx 77357
CITY, STATE ZIP CODE

281.354.9621
TELEPHONE NUMBER

281.354.9637
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

BID # B122002A
OPEN: 12/01/2011
10:00 AM

GALVESTON COUNTY, TEXAS

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91339	12" CORRUGATED POLYETHYLENE PIPE	1	LF	PFPN12122	\$ 4.25	\$ 4.25
0002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	PFPN1215	\$ 6.48	\$ 6.48
0003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	PFPN1218	\$ 7.81	\$ 7.81
0004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	PFPN1224	\$ 13.97	\$ 13.97
0005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	PFPN1230	\$ 19.61	\$ 19.61
0006	91339	36" CORRUGATED POLYETHYLENE PIPE	1	LF	PFPN1236	\$ 24.46	\$ 24.46
0007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	PFPN1242	\$ 34.62	\$ 34.62
0008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	PFPN1248	\$ 44.37	\$ 44.37
						Extended Price Total of all Item	\$ 155.57

BID #: B122002A
OPEN: 12/01/2011
10:00 AM

BID SHEET

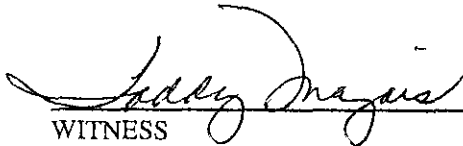
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL \$ 155.74

OPTIONS TO RENEW 2 Extensions/1 Year Options


WITNESS

11-29-11
DATE

GREAT WESTERN SUPPLY
COMPANY NAME


AUTHORIZED REPRESENTATIVE'S SIGNATURE

DEREK W. REAVES
PRINTED NAME

OPERATIONS MGR.
TITLE

825-A INDUSTRIAL
CORRESPONDENCE ADDRESS

CLUTE, TX 77531
CITY, STATE ZIP CODE

1-76-0001149-2
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

DEPT. 377 P.O. Box 4346
REMIT ADDRESS

HOUSTON, TX 77210-4346
CITY, STATE ZIP CODE

979-265-4422
TELEPHONE NUMBER
979-265-9550
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

BID #. B122002A
OPEN: 12/01/2011
10 00 AM

GALVESTON COUNTY, TEXAS

Item No	Product Code	Description
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Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91339	12" CORRUGATED POLYETHYLENE PIPE	1	LF	128500201B	\$ 4,27	\$ 4.27
0002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	158500201B	\$ 6,52	\$ 6.52
0003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	188500201B	\$ 7,85	\$ 7.85
0004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	248500201B	\$ 14,04	\$ 14.04
0005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	308500201B	\$ 19,61	\$ 19.61
0006	91339	36" CORRUGATED POLYETHYLENE PIPE	1	LF	368500201B	\$ 24.46	\$ 24.46
0007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	428500201B	\$ 34.62	\$ 34.62
0008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	488500201B	\$ 44,37	\$ 44.37
Extended Price Total of all Items						\$	155.74

Extended Price Total of all Item	\$ 155.74
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BID #: B122002A

OPEN: 12/01/2011

10:00 AM

BID SHEET

CORRUGATED POLYETHYLENE PIPE FOR CULVERTS

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following

LINE ITEM TOTAL \$ 162.79

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

DATE

GALCO HARDWARE + SUPPLY LLC
COMPANY NAME

Scott L. Eckenrode
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Scott L. ECKENRODE
PRINTED NAME

OWNER
TITLE

12920 FM 1764
CORRESPONDENCE ADDRESS

SANTA FE, TEXAS 77510-9196
CITY, STATE ZIP CODE

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

12920 FM 1764
REMIT ADDRESS

SANTA FE, TEXAS 77510-9196
CITY, STATE ZIP CODE

409-925-6323
TELEPHONE NUMBER

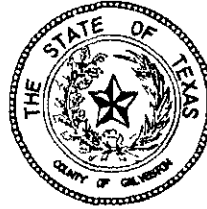
409-925-4155
FAX NUMBER

ADDENDUM'S RECEIVED #1 _____ #2 _____ #3 _____

BID #: B122002A
OPEN: 12/01/2011
10.00 AM

VENDOR IF 407316 GALCO HARDWARE SUPPLY CO.

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	91339	12" CORRUGATED POLYETHYLENE PIPE	1	LF	128500201B	5.50	\$
0002	91339	15" CORRUGATED POLYETHYLENE PIPE	1	LF	158500201B	6.93	\$
0003	91339	18" CORRUGATED POLYETHYLENE PIPE	1	LF	188500201B	8.46	\$
0004	91339	24" CORRUGATED POLYETHYLENE PIPE	1	LF	248500201B	14.94	\$
0005	91339	30" CORRUGATED POLYETHYLENE PIPE	1	LF	308500201B	20.49	\$
0006	91339	36" CORRUGATED POLYETHYLENE PIPE	1	LF	368500201B	25.10	\$
0007	91339	42" CORRUGATED POLYETHYLENE PIPE	1	LF	428500201B	35.85	\$
0008	91339	48" CORRUGATED POLYETHYLENE PIPE	1	LF	488500201B	45.52	\$
						Extended Price Total of all Item	\$ 162.79



BID #: B122002A
OPEN: 12/01/2011
10:00 AM

INVITATION TO BID
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS

Sealed bids in **sets of four (4), one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **10:00 AM** on **12/01/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. Sealed bids are to be delivered to the County Purchasing Agent at the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas 77550. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

All bids must be marked on the outside of the envelope.

Bid #: B122002A
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS

Bidders name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be lump sum or as noted on bid sheet.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Commissioners' Court reserves the right to waive any informality and to reject any and all bids and to accept the bid or bids which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County

**GENERAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

1. BID PACKAGE

The invitation to bid, general and special provisions, drawings, specifications/line item details, contract documents and the bid sheet are all considered part of this bid package. Bids must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including the bid sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the bid sheet/contract page(s) may disqualify the bid from being considered by Commissioners' Court. Any individual signing on behalf of the bidder expressly affirms that he or she is duly authorized to tender this bid and to sign the bid sheet/contract under the terms and conditions in this bid. Bidder further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each bidder is required to thoroughly review this entire bid packet to familiarize themselves with the bid procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful bidder will execute with the County.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, bidders are to direct all communications regarding this bid to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Invitation to Bid must be submitted in writing to

Rufus G. Crowder, CPPB
Galveston County Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987
E-mail rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all bids. This signature acknowledges that the bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Invitation to Bid. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. TIME FOR RECEIVING BIDS

Bids received prior to the submission deadline will be maintained unopened until the specified time for opening. If the bidder fails to identify the Bid Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the bid number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a bid. If you do not submit a bid, return this Invitation to Bid and state reason, otherwise your name may be removed from our mailing list.

4. BID OPENING

The names of the bidders and the pricing will be read aloud at the bid opening. Sealed bids will be received in the office of the County Purchasing Agent and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. No bid may be withdrawn for a period of sixty (60) calendar days of the bid opening date.

**GENERAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

5. REJECTION OF BIDS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all bids and waive any informality in the bids received, (2) disregard the bid of any bidder determined to be non responsive to the provisions contained herein

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective bidder to review the entire invitation to bid packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or bid procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for bid opening. Vendors are to bid as specified herein or bid an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

7. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the bidder desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

8. EXCEPTIONS TO BID

The bidder will list on a separate sheet of paper any exceptions to the conditions of the bid. This sheet will be labeled, 'Exceptions to Bid Conditions', and will be attached to the bid. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

9. PRICING

Bids will be either lump sum or unit prices as shown on the bid sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your bid.

Cash discount must be shown on bid, otherwise prices will be considered net. Unless prices and all information requested are complete, bid may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

10. PROCUREMENT CARD

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please notate this in your bid submittal.

11. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this

GENERAL PROVISIONS CORRUGATED POLYETHYLENE PIPE FOR CULVERTS GALVESTON COUNTY, TEXAS

RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>

12. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract the original cost of his product to him must be stated in Vendor's original bid.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase. Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the bid. But in no event will the amount of additional compensation exceed 25% increase in

Vendor's original cost for his product as such cost is reflected in Vendor's original bid or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

13. MODIFICATION OF BIDS

A bidder may modify a bid by letter at any time prior to the submission deadline for receipt of bids. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by bidder guaranteeing authenticity. Bids may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court consideration of same.

14. AWARD OF BIDS

The award will be made to the bidder who is determined to be the lowest bidder demonstrating the best value and ability to fulfill the requirements of the bid. The prices proposed will be considered firm and cannot be altered after the submission deadline.

The criteria utilized for determining responsibility of bidder(s) includes, but is not limited to, the bidder's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The bidder shall furnish any information requested by the County in order for the County to determine whether a bidder is responsible.

In determining and evaluating the best bid, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

GENERAL PROVISIONS CORRUGATED POLYETHYLENE PIPE FOR CULVERTS GALVESTON COUNTY, TEXAS

Each bidder, by submitting a bid, agrees that if their bid is accepted by the Commissioners' Court, such bidder will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this bid and contract

The contractor shall commence work only after the transmittal of a fully executed purchase order, or contract, and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the bid in compliance with this contract

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of Galveston County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the Galveston County Legal Department prior to being signed by the County's authorized representative

The County of Galveston reserves the right to accept bids on individual items listed, or group items, or on the bid as a whole, to reject any and all bids, to waive any informality in the bids, and to accept the bid that appears to be in the best interest of the County

Notice of contract award will be made within ninety (90) days of opening of bids to the lowest responsive and responsible contractor, whose bid complies with all the requirements in this Invitation to Bid unless special consideration is granted by the Commissioners' Court

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under insurance in the schedule of the Invitation to Bid, item 29, page 7, Proof of Insurance

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent

15. RESULTANT CONTRACT

The resultant contract if applicable, shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, bid package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid, bidder must sign three (3) original contracts and return with their bid submittal

16. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth

17. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract

GENERAL PROVISIONS CORRUGATED POLYETHYLENE PIPE FOR CULVERTS GALVESTON COUNTY, TEXAS

All notices relating to default by Bidder of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the Galveston County Legal Department. Notices issued by or issued to anyone other than the Galveston County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or bids or further negotiations. At a minimum, bidder shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by bidder.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event bidder

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted bid and the contract.

18. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its' convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by bidder should this contract be terminated early.

19. FORCE MAJEURE

If by reason of Force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations.

20. ESTIMATED QUANTITIES

Any reference to quantities shown in the Invitation to Bid are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its' requirements.

21. CONTRACTOR INVESTIGATION

Before submitting a bid, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

**GENERAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

22. NO COMMITMENT BY COUNTY OF GALVESTON

This Invitation to Bid does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a bid to this request, or to procure or contract for services or supplies

23. SINGLE BID RESPONSE

If only one bid is received in response to the Invitation to Bid, a detailed cost bid may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost bid in order to determine if the price is fair and reasonable.

24. REJECTION/DISQUALIFICATION OF BIDS

Galveston County reserves the right to reject any or all bids in whole or in part received by reason of this bid package and may discontinue its efforts for any reason under this bid package at any time prior to actual execution of the contract by the County. Bidders may be disqualified and rejection of bids may be recommended to the Commissioners' Court for any of (but not limited to) the following causes:

- A Failure to use the bid form furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the bid form
- C Failure to properly complete the bid
- D Bids that do not meet the mandatory requirements
- E Evidence of collusion among bidders

25. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this bid, a written notice of such revision will be provided to all bidders in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to bidders in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of bids. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Invitation to Bid list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of bids may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their bids. In any case, the bid opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of bids.

26. BID DISCLOSURES

The names of those who submitted bids will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Bidders are requested to withhold all inquiries regarding their bid or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a bid was received. Violations of this provision may result in the rejection of a bid.

27. PROTEST

Any actual or prospective bidder who is allegedly aggrieved in connection with the solicitation or award of bid may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless this procedure is followed.

**GENERAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

28. WITHDRAWAL OF BID

Bidders may request withdrawal of a sealed bid prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No bids may be withdrawn for a period of sixty (60) calendar days after opening of the bids.

29. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees, agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

30. PROOF OF INSURANCE

Successful bidder agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful bidder and providing that the amount by reason of services limits of not less than the following sums

- A For damages arising out of bodily injury to or death of one person in any one accident –
ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident –
THREE HUNDRED THOUSAND AND NO/100 (\$300,000 00) DOLLARS
- C For any injury to or destruction of property in any one accident –
ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS

Successful bidder shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful bidder. Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful bidder to the County.

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

31. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form). If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas.

GENERAL PROVISIONS CORRUGATED POLYETHYLENE PIPE FOR CULVERTS GALVESTON COUNTY, TEXAS

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County.

The Galveston County Clerk has offices at the following locations:

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk (not the Purchasing Agent).

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>.

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings).

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code.

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code.

32. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

**GENERAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

33. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the bid is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the bid price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true, and further, that the contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Invitation to Bid

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service

34. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed

Galveston County also requires ethical conduct from those who do business with the county

CODE OF ETHICS – Statement of Purchasing Policy

Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the County's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization

To achieve this purpose, it is essential that those doing business with Galveston County also observe the ethical standards prescribed herein

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

GENERAL PROVISIONS CORRUGATED POLYETHYLENE PIPE FOR CULVERTS GALVESTON COUNTY, TEXAS

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or bid therefore pending before this government

Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

35. OPEN RECORDS

Galveston County is required to adhere to the provisions of the Texas Public Information Act. All information, documentation and other material submitted by vendor in response to any solicitations or under any resulting contract thereof may be subject to public disclosure under the Texas Public Information Act (TX Gov't Code, Chapter 552). Vendors are hereby notified that Galveston County strictly adheres to this statute and the interpretations thereof rendered by the Courts and/or Texas Attorney General's office. Vendor shall be deemed to have knowledge of this law and how to protect their interests under it. Exceptions to disclosure of information as provided by this statute are intended to protect legitimate interests of the County or vendor, and are not intended to serve as a means to withhold or delay disclosure of information not covered by these exceptions.

If vendor considers any submitted information to be proprietary in nature, protected by trade secrets, or otherwise confidential, said material should be clearly marked and conspicuously notated as such. Failure to do so shall not place any burden on the County of Galveston for the release of any material not abiding by this provision.

**GENERAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

36. NOTICE

Any notice required or permitted between the parties under this contract must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by fax as follows

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second (2nd) Floor
Galveston, Texas 77550
Fax (409) 765-2653

And to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth (5th) Floor
Galveston, Texas 77550
Fax (409) 770-5560

**SPECIAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

GENERAL:

This specification covers the requirements for corrugated polyethylene pipe for use in surface drainage applications

Prices bid will be firm for a period of one (1) year from date award by Commissioners' Court and may be extended two (2) additional one (1) year periods if mutually agreeable

USES:

Corrugated polyethylene pipe is intended for surface and subsurface drainage applications where soil or stabilized back fill material provides support to its flexible walls. Its major use will be to collect or convey drainage water by gravity flow, such as culverts, storm drains, etc

MATERIALS:

- A) Basic Material Pipes shall be made of virgin PE compounds which conform with the requirements of Type III or IV, Category "3", "4", or "5", Grade P33, Class C, or P34, Class C as defined and described in ASTM D 1248
- B) Reworked Material Clean reworked material generated from the manufacturer's own production may be used by the manufacturer provided that the pipe produced meets all requirements of this specification

REQUIREMENTS:

- A) The Corrugated Polyethylene Pipe shall be the type that has a smooth inside surface. It shall conform to AASHTO M294, Type S
- B) The pipe shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely and cleanly so as not to adversely affect joining or connecting
- C) Visible defects such as cracks, creases, unpigmented or nonuniformly pigmented pipe are not permissible
- D) Pipe Dimensions The nominal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Nominal diameters will be 12", 15", 18", 24", 30, 42", & 48". The most common length will be 20'

DELIVERY:

Delivery shall be made to the three (3) Galveston County Road and Drainage locations listed

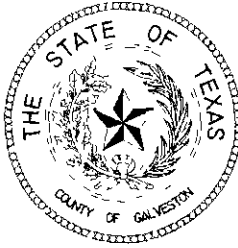
- | | |
|--------------|---|
| Location 1 - | 7 th & Broadway
Port Bolivar, Texas 77650 |
| Location 2 - | 11730 Highway 6
Santa Fe, Texas 77510 |
| Location 3 - | 3111 Nichols
Dickinson, Texas 77539 |

There should be no restrictions on quantity ordered, and a sufficient supply should be kept available as to insure prompt delivery. Galveston County anticipates expenditures to exceed \$20,000.00 per year. However, the County does not guarantee any minimum amounts, and will pay only for items actually ordered and delivered.

**SPECIAL PROVISIONS
CORRUGATED POLYETHYLENE PIPE FOR CULVERTS
GALVESTON COUNTY, TEXAS**

ORDERING AND PAYMENT:

- A) Pipe shall be ordered by the 20' joint of the desired diameter
- B) Payment on pipe will be made on liner feet delivered to the above locations



State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

Contract Number: CM12005

Invitation to Bid Number. Bid #B122002A Corrugated Polyethylene Pipe for Culverts

Term of Contract One (1) year with two (2) one (1) year extensions

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating **December 21, 2012.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ()
Year Two	Yes (X) No ()
Year Three	Yes () No (X)
Year Four	Yes () No (X)

Contractor: ACT Pipe & Supply, Inc.

Awarded as to addendum(s) (if applicable):

Addendum No 1 () yes () no () n a
Addendum No 2 () yes () no () n a
Addendum No 3 () yes () no () n a

Payment Bond Required () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor

ACT Pipe & Supply
8921 FREY Road
Houston, TX 77034

County and Contractor agree as follows:

1 **Parts of Contract** Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2 **Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any, furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package, and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal

4 **Independent Contractor:** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

5 Employment Taxes Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments

6 Initial Term and Options to Renew The initial term of the Contract will be as stated above Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above

7. Cancellation. County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8. Covenant Against Contingent Fees Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee

9 Subcontracting or Assignment: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract Failure to request consent shall be grounds for termination.

10 Novation and Change of Name Agreements Contractor is responsible for the performance of this Contract In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11 Force Majeure: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof

12. **Entirety of Agreement and Modification:** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law.** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit.** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind:** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained.** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words.** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act:** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21. **Headings** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22. **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail

Effective
Executed on this the 22nd day of December, 2011

Contractor:

ACT Pipe & Supply

By: [Signature]

Date: 11/30/2011

Galveston County

By: [Signature]
Mark A. Henry, County Judge

Date: 12/13/11

Attest: [Signature]
Dwight Sullivan, County Clerk





THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor
GALVESTON, TEXAS 77550
(409) 770-5371

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

September 19, 2011

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

Re RFP #B122001, Transportation of Dead Human Bodies

Gentlemen,

On December 13, 2011 proposals were opened for RFP #B122001, Transportation of Dead Human Bodies, at which time three (3) proposals were received from the following companies

- Carnes Funeral Home Texas City, Texas
- James Crowder Funeral Home LaMarque, Texas
- Galveston Mortician Service Galveston, Texas

The Community Services Director and I recommend that you award this proposal to Carnes Funeral Home

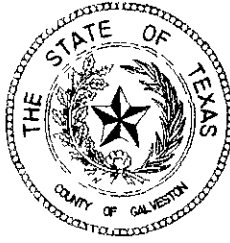
Your consideration in this matter will be greatly appreciated

Respectfully submitted,

A handwritten signature in black ink that reads "Gwen McLaren, CPPB".

Gwen McLaren, CPPB
Purchasing Agent
County of Galveston

Attachments



County of Galveston

Lanny Brown
DIRECTOR, COMMUNITY SERVICES

December 7, 2011

Rufus Crowder
Galveston County Purchasing
722 Moody
Galveston, Texas 77550

Rufus,

After reviewing the the Best and Final Offers submitted by the proposed contractors for the Transport of Dead Human bodies, I would recommend that Carnes Funeral Homes receive the contract. The proposal submitted by Carnes has met the requirements in the RFP and has also submitted the lowest price.

Thanks for all of your assistance with this contract.

Regards,

A handwritten signature in black ink, appearing to read "Lanny Brown".

Lanny Brown
Director - Community Services

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409 986 9900, 409 986 9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713 943 2500, 713 943 2503 Fax
carnesfuneralhome.com

December 7, 2011

Rufus G. Crowder, CPPB
Purchasing Agent
Galveston County

RE RFP #B122001, Transportation of Dead Human Bodies

Mr. Crowder,

Following is the Best and Final Offer from Carnes Funeral Home as requested per the discussion held on December 1, 2011

1 Price per the 1st body in each of the four zones

Zone A Galveston Island --\$125
Zone B Mainland Areas --\$110
Zone C Mainland Center Hospital--\$105
Zone D Bolivar Peninsula--\$205

2 Cost per multiple bodies in each of the four zones, to include clarifying cost based on sending additional vehicles to each scene.

Zone A Galveston Island.
2nd decedent--\$10
3rd decedent--\$63
4th decedent--\$10
5th decedent--\$63
6th decedent--\$10
Etc. with 2 decedents per vehicle

Zone B Mainland Areas.
2nd decedent--\$10
3rd decedent--\$55
4th decedent--\$10
5th decedent--\$55
6th decedent--\$10
Etc. with 2 decedents per vehicle.

Zone C Mainland Center Hospital
2nd decedent--\$10
3rd decedent--\$53
4th decedent--\$10
5th decedent--\$53
6th decedent--\$10
Etc. with 2 decedents per vehicle.

Carnes Funeral Home Texas City
3100 Gulf Freeway
Texas City, TX 77591
409 986 9900, 409 986 9903 Fax
carnesfuneralhome.com



Carnes Funeral Home South Houston
1102 Indiana Street
South Houston, TX 77587
713 943 2500, 713 943 2503 Fax
carnesfuneralhome.com

Zone D Bolivar Peninsula
2nd decedent--\$10
3rd decedent--\$103
4th decedent--\$10
5th decedent--\$103
6th decedent--\$10
Etc. with 2 decedents per vehicle

3. Confirming the staffing commitment to include at least two staff persons per call.

All house calls, traffic scenes, outside locations and removals that would warrant it would be staffed by two individuals. All nursing homes, long term care centers and hospital calls would be staffed with one individual unless the weight of the decedent warranted more than one individual, and then two or more individuals would staff the call accordingly

Respectfully,

Tim B. Baker, Carnes Funeral Home
Direct Phone Number 409.655 3132
Texas City Office 409 986 9900
Houston Office 713 943 2500
Toll Free 1.888 822.7637



James CROWDER

www.crowderfuneralhome.com



Funeral Homes

"A Family Serving Families Since 1959"

La Marque
(409) 935-2401

Dickinson
(281) 337-1515

Webster
(281) 280-9000

Pearland
(281) 412-3000

League City
(281) 332-2727

December 6, 2011

Rufus G Crowder, CPPB
Galveston County Purchasing Agent
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550

RE RFP #B122001, Transportation of Dead Human Bodies

Mr Crowder,

In clarification to your questions,

1 Price per the 1st body in each of the four (4) zone?

Answer The price per 1st body would be the same in all zones \$ 140

2 Cost pe multiple bodies in each of the four(4) zones, to include clarifying the cost based on sending additional vehicles to each scene

Answer The price per second body would be split in half \$ 70 00 but if additional vehicle and additional staff were call out the base fee would applied

3 Confirming the staffing commitment to include at least two (2) staff persons per call

Answer Yes, we would have at least two(2) qualified staff on all calls And if the medical examiner investigator on the scene request extra staff,

(in the case of large remains) we would send more staff. Also as discuss our vehicle will be stationed at our location in La Marque and Dickinson, which is in the center of Galveston County

Hope, I answered all your questions If you have any question, please feel free to contact me at (409) 935-2401

Sincerely,

James C Crowder Jr
President

James Crowder Funeral Home Inc

		LINE ITEM DETAIL			BID# B12001	
		TRANSPORTATION OF DEAD HUMAN BODIES			OPEN 10/13/2011	
		GALVESTON COUNTY, TEXAS			10 00 AM	
					REOPEN 12/7/2011	
VENDOR II		38166 CROWDER FUNERAL HOME				
ITEM NO	PRODUCT (DESCRIPTION)	QUANTITY	UNITS	CATALOG #	UNIT PRICE	EXTENDED PRICE
1	95200 FEE PER PICK UP ONE BODY AT LOCATION ZONE A GALVESTON ISLAND-INITIAL PERIOD	40	EA		\$ 140.00	\$ 5,600.00
2	95200 FEE PER PICK UP ONE BODY AT LOCATION ZONE A GALVESTON ISLAND-FIRST OPTION	40	EA		\$ 140.00	\$ 5,600.00
3	95200 FEE PER PICK UP ONE BODY AT LOCATION ZONE A GALVESTON ISLAND-SECOND OPTION YEAR	40	EA		\$ 140.00	\$ 5,600.00
4	95200 FEE PER PICK UP ONE BODY AT LOCATION ZONE B MAINLAND AREAS OF GALVESTON COUNTY INITIAL PERIOD	60	EA		\$ 140.00	\$ 8,400.00
5	95200 FEE PER PICK UP ONE BODY AT LOCATION ZONE B MAINLAND AREAS OF GALVESTON COUNTY FIRST OPTION YEAR	60	EA		\$ 140.00	\$ 8,400.00
6	95200 FEE PER PICK UP ONE BODY AT LOCATION ZONE B MAINLAND AREA OF GALVESTON COUNTY SECOND OPTION YEAR	60	EA		\$ 140.00	\$ 8,400.00
7	95200 FEE FOR PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE A GALVESTON ISLAND INITIAL PERIOD	40	EA		\$ 70.00	\$ 2,800.00
8	95200 FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE A GALVESTON ISLAND	40	EA		\$ 70.00	\$ 2,800.00

		FIRST OPTION YEAR							
9	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME	40	EA	\$ 70.00	\$	2,800.00		
		LOCATION ZONE A GALVESTON ISLAND							
		SECOND OPTION YEAR							
10	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME	60	EA	\$ 70.00	\$	4,200.00		
		LOCATION ZONE B MAINLAND AREA OF							
		GALVESTON COUNTY-INITIAL PERIOD							
11	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME	60	EA	\$ 70.00	\$	4,200.00		
		LOCATION ZONE B MAINLAND AREA OF							
		GALVESTON COUNTY-FIRST OPTION YEAR							
12	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME	60	EA	\$ 70.00	\$	4,200.00		
		LOCATION ZONE B MAINLAND AREAS OF							
		GALVESTON COUNTY - SECOND OPTION							
		YEAR							
13	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME	5	EA	\$ 70.00	\$	350.00		
		LOCATION ZONE C BOLIVAR PENINSULA OF							
		GALVESTON COUNTY-INITIAL PERIOD							
14	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME	5	EA	\$ 70.00	\$	350.00		
		LOCATION ZONE C BOLIVAR PENINSULA OF							
		GALVESTON COUNTY-FIRST OPTION YEAR							
15	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME	5	EA	\$ 70.00	\$	350.00		
		LOCATION ZONE C BOLIVAR PENINSULA OF							
		GALVESTON COUNTY-SECOND OPTION YEAR							
16	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME	5	EA	\$ 70.00	\$	350.00		
		LOCATION ZONE D MAINLAND CENTER							

[illegible]

[illegible]

RFP # B122001
OPEN: 10/13/2011
10:00 AM

PROPOSAL SHEET

TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and request for proposal we submit the following

LINE ITEM TOTAL \$ 124,200

OPTIONS TO RENEW 2 Extensions/1 Year Options

[Signature]
WITNESS

October 13, 2011
DATE

Galveston Mortician Service
COMPANY NAME

[Signature]
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Ollie Dantin
PRINTED NAME

Manager
TITLE

P.O. Box 3092
CORRESPONDENCE ADDRESS

Galveston, Texas 77552
CITY, STATE ZIP CODE

430-82-3258
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

ADDENDUM'S RECEIVED #1 #2 #3

P.O. Box 3092
REMIT ADDRESS

Galveston, Texas 77552
CITY, STATE ZIP CODE

409-740-2527
TELEPHONE NUMBER

409-741-8782
FAX NUMBER

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

PROPOSAL FORM

THE FIRM OF Galveston Mortician Service

Address 6911 Stewart Road

Galveston, Texas 77551

FEIN (TAX ID) 430-82-3258

Hereby agrees to provide the requested services as defined herein for a total contract price of

See Line Item Detail Pages and Proposal Sheet

Person to contact regarding this proposal Ollie Dantin

Title Manager Phone 409-740-2527 Fax 409-741-8782

E-mail address galvestonmortician@sbcglobal.net

Name of person authorized to bind the Firm Ollie Dantin

Signature *Ollie Dantin* Date 10-13-2011

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

Title Manager Phone 409-740-2527 Fax 409-741-8782

E-mail address galvestonmortician@sbcglobal.net

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

Items.	Confirmed (X):
1. References (if required)	<u> X </u>
2. Addenda, if any.	#1 <u> </u> #2 <u> </u> #3 <u> </u>
3. One (1) original and three (3) copies of submittal	<u> X </u>
4. Vendor Qualification Packet	<u> X </u>
5. Payment Terms:	<u> X </u> net 30 <u> </u> Other

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LINE ITEM DETAIL

BID #: B12001
 OPEN: 10/13/2011
 10:00 AM

TRANSPORTATION OF DEAD HUMAN BODIES

GALVESTON COUNTY, TEXAS

VENDOR IE 408209 GALVESTON MORTICIAN

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	95200	FEE PER PICK UP ONE BODY AT LOCATION ZONE A GALVESTON ISLAND - INITIAL PERIOD	40	EA	-	\$ 120.00	\$4,800.00
0002	95200	FEE PER PICK UP ONE BODY AT LOCATION ZONE A GALVESTON ISLAND - FIRST OPTION YEAR	40	EA	-	\$ 120.00	\$4,800.00
0003	95200	FEE PER PICK UP ONE BODY AT LOCATION ZONE A GALVESTON ISLAND - SECOND OPTION YEAR	40	EA	-	\$ 120.00	\$4,800.00
0004	95200	FEE PER PICK UP ONE BODY AT LOCATION ZONE B MAINLAND AREAS OF GALVESTON COUNTY - INITIAL PERIOD	60	EA	-	\$ 120.00	\$4,800.00
0005	95200	FEE PER PICK UP ONE BODY AT LOCATION ZONE B MAINLAND AREAS OF GALVFSTON COUNTY - FIRST OPTION YEAR	60	EA	-	\$ 120.00	\$4,800.00

LINE ITEM DETAIL

BID #: B122001
 OPEN: 10/13/2011
 10:00 AM

TRANSPORTATION OF DEAD HUMAN BODIES

GALVESTON COUNTY, TEXAS

VENDOR ID 408209 GALVESTON MORTICIAN

Item No	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0006	95200	FEE PER PICK UP ONE BODY AT LOCATION ZONE B MAINLAND AREAS OF GALVESTON COUNTY -SECOND OPTION YEAR	60	EA	-	\$ 120.00	\$ 4,800.00
0007	95200	FEE FOR PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE A GALVESTON ISLAND - INITIAL PERIOD	40	EA	-	\$ 130.00	\$ 5,200.00
0008	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE A GALVESTON ISLAND - FIRST OPTION YEAR	40	EA	-	\$ 130.00	\$ 5,200.00
0009	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE A GALVESTON ISLAND - SECOND OPTION YEAR	40	EA	-	\$ 130.00	\$ 5,200.00
0010	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE B MAINLAND AREAS OF GALVESTON COUNTY - INITIAL PERIOD	60	EA	-	\$ 130.00	\$ 5,200.00

LINE ITEM DETAIL

BID #: B122001
OPEN: 10/13/2011
10:00 AM

TRANSPORTATION OF DEAD HUMAN BODIES

GALVESTON COUNTY, TEXAS

VENDOR ID 408209 GALVESTON MORTICIAN

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0011	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE B MAINLAND AREAS OF GALVESTON COUNTY - FIRST OPTION YEAR	60	EA	-	\$ 130.00	\$ 5,200.00
0012	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE B MAINLAND AREAS OF GALVESTON COUNTY - SECOND OPTION YEAR	60	EA	-	\$ 130.00	\$ 5,200.00
0013	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE C BOLIVAR PENINSULA OF GALVESTON COUNTY - INITIAL PERIOD	5	EA	-	\$ 175.00	\$ 7,000.00
0014	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE C BOLIVAR PENINSULA OF GALVESTON COUNTY - FIRST OPTION YEAR	5	EA	-	\$ 175.00	\$ 7,000.00
0015	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE C BOLIVAR PENINSULA OF GALVESTON COUNTY - SECOND OPTION YEAR	5	EA	-	\$ 175.00	\$ 7,000.00

LINE ITEM DETAIL

BID #: B122001
OPEN: 10/13/2011
10:00 AM

TRANSPORTATION OF DEAD HUMAN BODIES

GALVESTON COUNTY, TEXAS

VENDOR ID 408209 GALVESTON MORTICIAN

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0016	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE D MAINLAND CENTER HOSPITAL GALVESTON COUNTY - INITIAL PERIOD	5	EA	-	\$ 110.00	\$ 4,400.00
0017	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE D MAINLAND CENTER HOSPITAL GALVESTON COUNTY - FIRST OPTION YEAR	5	EA	-	\$ 110.00	\$ 4,400.00
0018	95200	FEE PER PICK UP MORE THAN ONE BODY AT SAME LOCATION ZONE D MAINLAND CENTER HOSPITAL GALVESTON COUNTY - SECOND OPTION YEAR	5	EA	-	\$ 110.00	\$ 4,400.00
0019	95200	FEE PER PICK UP ONE BODY AT LOCATION ZONE C MAINLAND CENTER HOSPITAL - INITIAL PERIOD	40	EA	-	\$ 100.00	\$ 4,000.00

BID # B122001

**OPEN. 10/13/2011
10:00 AM**

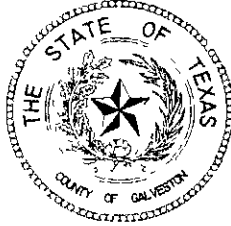
TRANSPORTATION OF DEAD HUMAN BODIES

GALVESTON COUNTY, TEXAS

VENDOR ID 408209 GALVESTON MORTICIAN

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**GALVESTON COUNTY
PURCHASING DEPARTMENT**



REQUEST FOR PROPOSAL:

RFP #B122001

TRANSPORTATION OF DEAD HUMAN BODIES

**PROPOSAL DUE DATE: OCTOBER 13, 2011
10:00 A.M.**

***Rufus Crowder, CPPB
Purchasing Agent
Galveston County
722 Moody (21st Street)
Fifth (5th) Floor
Galveston, Texas 77550
(409) 770-5372***

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RFP #B122001
TRANSPORTATION OF DEAD HUMAN BODIES

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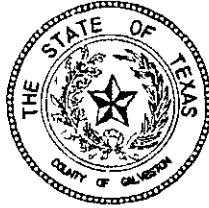
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CONTRACTS

VENDOR QUALIFICATION PACKET



RFP#: B122001
OPEN: 10/13/2011
10.00AM

REQUEST FOR PROPOSAL TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

Sealed proposals in **sets of four (4), one (1) original and three (3) copies** will be received in the office of the County Purchasing Agent until **10:00 AM** on **10/13/2011** and opened immediately in that office in the presence of the County Auditor and the Purchasing Agent. All proposals are to be delivered to the Galveston County Purchasing Agent, Galveston County Courthouse, 722 Moody Avenue (21st Street) Fifth (5th) Floor, Galveston, Texas 77550. Any proposal received after **10:00 AM** on the date specified will be returned unopened.

All proposals must be marked on the outside of the envelope

RFP #: B122001 TRANSPORTATION OF DEAD HUMAN BODIES

Proposer's name, return address, and the enclosed label should be prominently displayed on the envelope. Pricing will be as shown in Request for Proposal.

Each proposal must be accompanied by a Certified Cashier's Check or acceptable Bidder's Bond in the amount of \$1,000 to show good faith.

Specifications can be obtained on application at the office of the County Purchasing Agent, located in the Galveston County Courthouse, 722 Moody Avenue (21st Street), Fifth (5th) Floor, Galveston, Texas.

Proposals will be either lump sum or unit prices as shown on the proposal sheet, if applicable. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Upon satisfaction of contractual terms (e.g., goods delivered in promised condition, services rendered as agreed, etc.), vendor is to be paid via Galveston County's normal accounts payable process.

Commissioners' Court reserves the right to waive any informality and to reject any and all proposals and to accept the proposal or proposals which, in its opinion, is most advantageous to the County.

Rufus G. Crowder, CPPB
Galveston County
Purchasing Agent

GENERAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

1 PROPOSAL PACKAGE

The request for proposal, general and special provisions, drawings, specifications/line item details, contract documents and the proposal sheet are all considered part of the proposal package. Proposals must be submitted in sets of four (4), one (1) original and three (3) copies on the forms provided by the County, including the proposal sheet completed in its entirety and signed by an authorized representative by original signature. Failure to complete and sign the proposal sheet/contract page(s) may disqualify the proposal from being considered by Commissioners' Court. Any individual signing on behalf of the proposer expressly affirms that he or she is duly authorized to tender this proposal and to sign the proposal sheet/contract under the terms and conditions in this proposal. Proposer further understands that the signing of the contract shall be of no effect unless subsequently awarded and the contract properly executed by Commissioners' Court. All figures must be written in ink or typed. Figures written in pencil or with erasures are not acceptable. However, mistakes may be crossed out, corrections inserted, and initialed in ink by the individual signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Each proposer is required to thoroughly review this entire proposal packet to familiarize themselves with the proposal procedures, the plans and specifications for the requested work as well as the terms, and conditions of the contract the successful proposer will execute with the County.

2. COMPETITIVENESS AND INTEGRITY

To prevent biased evaluations and to preserve the competitiveness and integrity of such acquisition efforts, proposers are to direct all communications regarding this proposal to the Galveston County Purchasing Agent, unless otherwise specifically noted.

Do not contact the requesting department. Attempts by offering firms to circumvent this requirement will be viewed negatively and may result in rejection of the offer of the firm found to be in non-compliance.

All questions regarding this Request for Proposal must be submitted in writing to
Rufus G. Crowder, CPPB, Purchasing Agent
722 Moody
Fifth Floor
Galveston, Texas 77550
Fax (409) 621-7997
E-mail rufus.crowder@co.galveston.tx.us

An authorized person from the submitting firm must sign all proposals. This signature acknowledges that the proposer has read the proposal documents thoroughly before submitting a proposal and will fulfill the obligations in accordance to the terms, conditions, and specifications.

Please carefully review this Request for Proposal. It provides specific information necessary to aid participating firms in formulating a thorough response.

3. PROPOSER'S RESPONSIBILITY

The Proposer must affirmatively demonstrate its responsibility. The Proposer must also meet the following minimum requirements:

- 1 have adequate financial resources or the ability to obtain such resources as required,
- 2 be able to comply with all federal, state, and local laws, rules, regulations, ordinances and orders regarding this Request for Proposal,
- 3 have a satisfactory record of performance,
- 4 have a satisfactory record of integrity and ethics,
- 5 be otherwise qualified and eligible to receive an award.

**GENERAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

4. TIME FOR RECEIVING PROPOSALS

Proposals received prior to the submission deadline will be maintained unopened until the specified time for opening. If the proposer fails to identify the Proposal Number on the outside of the envelope as required, the Purchasing Agent will open the envelope for the sole purpose of identifying the proposal number for which the submission was made. The envelope will then be resealed. No liability will attach to a County office or employee for the premature opening of a proposal. If you do not submit a proposal, return this Request for Proposal and state reason, otherwise your name may be removed from our mailing list.

5. PROPOSAL OPENING

Only the names of proposers will be read at the opening. The Purchasing Agent will examine proposals promptly and thoroughly. No proposal may be withdrawn for a period of sixty (60) calendar days of the proposal opening date.

6. COMMISSIONERS' COURT

No contract is binding on the County until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

Department head and elected officials are not authorized to enter into any type of agreement or contract on behalf of the County. Only the Commissioners' Court acting as a body may enter into a contract on behalf of and contractually bind the County. Additionally, department heads and elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being accepted and signed by the County's authorized representative.

7. REJECTION OF PROPOSALS

The County, acting through its Commissioners' Court reserves the right to (1) reject any and all proposals and waive any informality in the proposals received, (2) disregard the proposal of any proposer determined to be not responsible.

8. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

It is the responsibility of the prospective proposer to review the entire invitation to proposal packet and to notify the Purchasing Department if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Any such protest or question(s) regarding the specifications or proposal procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening. Vendors are to proposal as specified herein or proposal an approved equal. The mention of any brand name in the specifications is not intended to be restrictive, but is intended to describe the general features and requirements (or equivalent) that Galveston County is seeking.

9. SUBSTITUTES

It is not the County's intent to discriminate against any materials of equal merit to those specified, however, should the proposer desire to use any substitutions, prior written approval shall be obtained from the County Purchasing Agent sufficiently in advance in order that an addendum might be issued.

10. EXCEPTIONS TO PROPOSAL

The proposer will list on a separate sheet of paper any exceptions to the conditions of the proposal. This sheet will be labeled, "Exceptions to Proposal Conditions", and will be attached to the proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.

The Proposer must specify in its proposal any alternatives it wishes to propose for consideration by the County. Each alternative should be sufficiently described and labeled within the proposal and should indicate its possible or actual advantage to the program being offered.

The County reserves the right to offer these alternatives to other proposers.

**GENERAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

11. PRICING

Proposals will be either lump sum or unit prices as shown on the proposal sheet. The net price will be delivered to Galveston County, including all freight or shipping charges. The County is tax exempt and no taxes should be included in your proposal.

Cash discount must be shown on proposal, otherwise prices will be considered net. Unless prices and all information requested are complete, proposal may be disregarded and given no consideration.

In case of default by the contractor, the County of Galveston may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract of purchase order and the actual cost thereof to the County of Galveston. Prices paid by the County of Galveston shall be considered the prevailing market price at the time such purchase is made. Periods or performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent and the Commissioners' Court.

12. PROCUREMENT CARD PROGRAM

The County of Galveston participates in a Procurement Card (P-Card) program that allows payments made to the vendor by credit card. This method normally results in substantially faster bill payments sometimes within three (3) to five (5) days of the actual transaction date. If your company will accept payment via credit card (Visa, MasterCard), please note this in your proposal submittal.

13. TAX EXEMPTION

Pursuant to Section 151.309 of the Texas Tax Code, Galveston County qualifies for exemption from sales, excise and use taxes imposed under the Limited Sales, Excise, and Use Tax Act, which is codified at Chapter 151 of the Texas Tax Code. In accordance with Section 151.309, a taxable item sold, leased, or rented to, or stored, used, or consumed by the County is exempt from the taxes imposed under Chapter 151. Section 151.311 of the Texas Tax Code lists its requirements for tax exemptions on taxable items incorporated into or used for the improvement of realty of an exempt entity. Section 151.3111 lists its requirements for tax exemptions on certain services. Contractor is cautioned that this RFP provision simply highlights some statutory qualifying exemptions from the sale and use taxes imposed under Chapter 151. If Contractor believes all or a portion of its costs are exempt from taxes imposed under Chapter 151 of the Texas Tax Code, it may request a certificate of tax exemption by submitting a written request for such to the County Purchasing Agent. Additionally, information regarding eligibility for exemption from taxes imposed under Chapter 151 may be obtained through the Office of the State of Texas Comptroller of Public Accounts, whose website is <http://www.window.state.tx.us/>.

14. PASS THROUGH COST ADJUSTMENTS

Except in instances of extreme extenuating circumstances, Vendor prices shall remain firm throughout the Contract period and any renewals. Examples of extreme extenuating circumstances include such situations as a nation wide rail strike, oil shortage, or oil embargos.

In extreme extenuating circumstances, Vendors may be allowed to temporarily "pass through" additional costs they are forced to incur through no fault of their own. A request for a pass through cost increase will not be considered unless a Vendor's cost for his product exceeds 10% over the original cost for the product. Also, the increase in cost must be nationwide and consistent for a minimum period of sixty (60) days. If a Vendor thinks he will be asking for a pass through cost adjustment during the term of his contract, the original cost of his product to him must be stated in Vendor's original proposal.

A request for a pass through cost does not guarantee that one will be granted. Vendors must submit such information on each request as is required by the County Purchasing Agent. The County Purchasing Agent will review each request on a case by case basis and determine the appropriateness of each request as well as amount and duration of increase.

GENERAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

Vendors will not be permitted any additional compensation for mark-ups or profits based on the increase in price. Rather, such additional compensation will be limited to the actual increase in original cost to the Vendor as such increase is reflected by the original cost stated in the proposal. But in no event will the amount of additional compensation exceed 25% increase in Vendor's original cost for his product as such cost is reflected in Vendor's original proposal or the duration exceed a period of sixty (60) days. In addition, should, during the period of the pass through, cost return to normal or decrease to below pre pass through prices, appropriate downward adjustments will be made. No more than one pass through adjustment will be permitted per year.

15. MODIFICATION OF PROPOSALS

A proposer may modify a proposal by letter at any time prior to the submission deadline for receipt of proposals. Modification requests must be received prior to the submission deadline. Modifications made before opening time must be initialed by proposer guaranteeing authenticity. Proposals may not be amended or altered after the official opening with the single exception that any product literature and/or supporting data required by the actual specifications, if any, will be accepted at any time prior to the Commissioners' Court considering of same.

16. SIGNATURE OF PROPOSALS

Each proposal shall give the complete mailing address of the Proposer and be signed by an authorized representative by original signature with the authorized representative's name and legal title typed below the signature line. Each proposal shall include the Proposer's Federal Employer Identification Number (FEIN). Failure to sign the Contract page(s) and proposal response sheet will disqualify the proposal from being considered by the County. The person signing on behalf of the Proposer expressly affirms that the person is duly authorized to tender the proposal and to sign the proposal sheets and contract under the terms and conditions of this RFP and to bind the Proposer thereto and further understands that the signing of the contract shall be of no effect until it is properly placed on the Commissioners' Court agenda, approved in open Court, authorized to be executed by the County Judge, and fully executed by both parties.

17. AWARD OF PROPOSALS – EVALUATION CRITERIA AND FACTORS

The award will be made to the responsible proposer whose proposal is determined to be the best evaluated offer demonstrating the best ability to fulfill the requirements set forth in this Request for Proposal. The prices proposed will be considered firm and cannot be altered after the submission deadline. **The proposed cost to the County will be considered firm, unless the County invokes its right to request and best and final offer and cannot be altered after the submission deadline.**

Each proposer, by submitting a proposal, agrees that if their proposal is accepted by the Commissioners' Court, such proposer will furnish all items and services upon which prices have been tendered and upon the terms and conditions in this proposal and contract.

The contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Galveston County. The contractor will perform all services indicated in the proposal in compliance with this contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the Commissioners' Court Agenda and approved in open court. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of Galveston County. Only the Commissioners' Court, acting as a body, may enter into a contract on behalf of the County. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the County Legal Department prior to being signed by the County's authorized representative.

The County of Galveston reserves the right to accept proposals on individual items listed, or group items, or on the proposal as a whole, to reject any and all proposals, to waive any informality in the proposals, and to accept the proposal that appears to be in the best interest of the County. In addition, the selection process may, however, include a

GENERAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

request for additional information or an oral presentation to support the written proposal

In determining and evaluating the best proposal, the pricing may not necessarily be controlling, but quality, equality, efficiency, utility, general terms, delivery, suitability of the service offered, and the reputation of the service in general use will also be considered with any other relevant items. The Commissioners' Court shall be the sole judge in the determination of these matters.

The County reserves the right to reject any or all proposals in whole or in part received by reason of this RFP and may discontinue its efforts under this RFP for any reason or no reason or solely for the County's convenience at any time prior to actual execution of the contract by the County.

A Proposer whose proposal does not meet the mandatory requirements set forth in this RFP will be considered noncompliant.

The invitation to submit a proposal which appears in the newspaper, or other authorized advertising mediums, these general provisions, specifications which follow, the proposal sheets, and any addenda issued are all considered part of the proposal.

Each Proposer, by submitting a proposal, agrees that if its proposal is accepted by the Commissioners' Court, such Proposer will furnish all items and services upon the terms and conditions in this RFP and contract.

Notice of contract award will be made within ninety (90) days of opening of proposals to the lowest responsive and responsible contractor, whose proposal complies with all the requirements in the Request for Proposals unless special consideration is granted by the Commissioners' Court.

Contractor shall submit to the County, for approval, within ten (10) days from notice of contract award, all Certificates of Insurance evidencing the required coverage as described under Insurance in the schedule of the Requests for Proposals.

The contractor shall not commence work under these terms and conditions of the contract until all applicable Certificates of Insurance, Performance and Payment Bonds, and Irrevocable Letter of Credit (if required) have been approved by the County of Galveston and he/she has received notice to proceed in writing and an executed copy of the contract from the County of Galveston Purchasing Agent.

18. DISPUTE AFTER AWARD

Any actual or prospective Proposer who is allegedly aggrieved in connection with the solicitation of this RFP or award of a contract resulting therefrom may protest. The protest will be submitted in writing to the Purchasing Agent within seven (7) calendar days after such aggrieved person knows of or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Commissioners' Court will be final. The Commissioners' Court need not consider protests until the procedure is followed.

19. PUBLIC INFORMATION ACT

The parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act. Proposer agrees that it has marked any information that it considers to be confidential, proprietary, and/or trade secret in its bid. County agrees to provide notice to Proposer in accordance with the Public Information Act in the event the County receives a request for information under the Public Information Act for information that the Proposer has marked as confidential, proprietary, and/or trade secret.

**GENERAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

20. RESULTANT CONTRACT

The resultant contract shall become effective upon the Commissioners' Court execution of the same. The contract documents shall consist of the contract, the general and special provisions, the drawings, proposal package, any addenda issued, and any change orders issued during the work. If applicable to the attached bid/proposal, bidder/proposer must sign three (3) original contracts and return with their bid/proposal submittal.

The Criteria utilized for determining responsibility of proposer(s) includes, but is not limited to, the proposer's experience, skill, ability, business judgment, financial capacity, integrity, honesty, possession of the necessary facilities or equipment, previous performance, reputation, promptness, and any other factor deemed relevant by the County. The proposers shall furnish any information requested by the County in order for the County to determine whether a proposer is responsible.

21. CONTRACT TERM

The term of the resultant contract will begin on the date of execution by the Commissioners' Court and will terminate on the date specified in the resultant contract unless terminated earlier as herein set forth.

22. TERMINATION FOR DEFAULT

Failure of either party in the performance of any of the provisions of this contract shall constitute a breach of contract, in which case, either party may require corrective action within ten (10) days from date of receipt of written notice citing the exact nature of such breach. Failure of the party being notified to take corrective action within the prescribed ten (10) days, or failure to provide written reply of why no breach has occurred, shall constitute a Default of Contract.

All notices relating to default by Proposer of the provisions of the contract shall be issued by County by its Legal Department, and all replies shall be made in writing to the County Legal Department. Notices issued by or issued to anyone other than the County Legal Department shall be null and void and shall be considered as not having been issued or received.

Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law in the event of breach or default of this contract, and may contract with another party, with or without solicitation of bids or proposals or further negotiations. At a minimum, Proposer shall be required to pay any difference in service or materials, should it become necessary to contract with another source, plus reasonable administrative costs and attorney fees.

In the event of Termination for Default, Galveston County, its agents or representatives shall not be liable for loss of any profits anticipated to be made by Proposer.

No waiver by either party of any event of default under this agreement shall operate as a waiver of any subsequent default under the terms of this agreement.

County reserves the right to terminate this contract immediately in the event Proposer

- Fails to meet delivery or completion schedules,
- Fails to otherwise perform in accordance with the accepted proposal and the contract.

23. TERMINATION FOR CONVENIENCE

County may terminate this contract upon at least thirty (30) days prior written notice for its convenience or for any reason deemed by the County to serve the public interest. County may terminate this contract upon thirty (30) days prior written notice for any reason resulting from any governmental law, order, ordinance, regulations, or court order. In no event shall County be liable for loss of any profits anticipated to be made hereunder by Proposer should this contract be terminated early.

**GENERAL PROVISIONS
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24. FORCE MAJEURE

If by reason of force Majeure either Party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of force Majeure, then the Party unable to carry out its responsibility shall give the other Party notice and full particulars of such force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the Party's responsibility for the continuance of the forced Majeure claimed, but for no longer period

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of a public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the Party is unable to overcome and which substantially interferes with operations

25. ESTIMATED QUANTITIES

Any reference to quantities shown in the Request for Proposals are an estimate only. Since the exact quantities cannot be predetermined, the County reserves the right to adjust quantities as deemed necessary to meet its requirements

26. CONTRACTOR INVESTIGATION

Before submitting a proposal, each contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the contractor will rely. If the contractor receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the contractor from its obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation

27. NO COMMITMENT BY COUNTY OF GALVESTON

This Request for Proposal does not commit the County of Galveston to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal to this request, or to procure or contract for services or supplies

28. BEST AND FINAL OFFERS

In acceptance of proposals, the County of Galveston reserves the right to negotiate further with one or more of the contractors as to any features of their proposals and to accept modifications of the work and price when such action will be in the best interest of the County. This includes solicitation of a Best and Final Offer from one or more of the proposers. If invoked, it allows acceptable proposers the opportunity to amend, change or supplement their original proposal. Proposers may be contacted in writing requesting that they submit their best and final offer. Any such best and final offer must include discussed and negotiated changes

29. SINGLE PROPOSAL RESPONSE

If only one proposal is received in response to the Request for Proposals, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable

30. REJECTION/DISQUALIFICATION OF PROPOSALS

Galveston County reserves the right to reject any or all proposals in whole or in part received by reason of this proposal package and may discontinue its efforts for any reason under this proposal package at any time prior to actual execution of the Contract by the County. Proposers may be disqualified and rejection of proposals may be recommended to the Commissioners' Court for any of (but not limited to) the following causes

- A Failure to use the proposal form (s) furnished by the County, if applicable
- B Lack of signature by an authorized representative that can legally bind the company on the proposal form
- C Failure to properly complete the proposal

GENERAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

- D Proposals that do not meet the mandatory requirements
- E Evidence of collusion among proposers

31. CHANGES IN SPECIFICATIONS

If it becomes necessary to revise any part of this proposal, a written notice of such revision will be provided to all proposers in the form of addenda. The County is not bound by any oral representations, clarifications, or changes made in the written specifications by the County's employees, unless such clarification or change is provided to proposers in a written addendum from the Purchasing Agent.

The County of Galveston reserves the right to revise or amend the specifications up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to the solicitation. Copies of such amendments shall be furnished to all prospective contractors. Prospective contractors are defined as those contractors listed on the County's Request for Proposal list for this material/service or who have obtained his documents subsequent to the advertisement. If revisions and amendments require changes in quantities or prices proposed, or both, the date set for opening of proposals may be postponed by such number of days as in the opinion of the County shall enable contractors to revise their proposals. In any case, the proposal opening shall be at least five working days after the last amendment, and the amendment shall include an announcement of the new date if applicable, for the opening of proposals.

32. PROPOSAL IDEAS AND CONCEPTS

The County reserves to itself the right to adopt or use for its benefit, any concept, plan, or idea contained in any proposal.

33. PROPOSAL DISCLOSURES

The names of those who submitted proposals will not be made public information until after an award is made by Commissioners' Court. No price or staffing information will be released. Proposers are requested to withhold all inquiries regarding their proposal or other submissions until after an award is made. No communication is to be had with any County employee, other than the Purchasing Agent, regarding whether a proposal was received. Violations of this provision may result in the rejection of a proposal.

34. PROTEST

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or award of proposal may protest. The protest will be submitted in writing to the Purchasing Agent within seven days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Purchasing Agent will promptly issue a decision in writing to the protestant. If the protestant wishes to appeal the decision rendered by the Purchasing Agent, such appeal must be made to the Commissioners' Court through the Purchasing Agent. The decision of the Court will be final. The Court need not consider protests unless the procedure is followed.

35. WITHDRAWAL OF PROPOSAL

Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Purchasing Agent in writing. No proposals may be withdrawn for a period of sixty (60) calendar days after opening of the proposals.

36. INDEMNIFICATION

The contractor shall agree to assume all risks and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, and its agents and employees from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses including reasonable attorney's fees for the defense thereof in connection therewith on account of the loss of life, property or injury or damage to the person which shall arise from contractor's operations under this contract, its use of County facilities and/or equipment or from any other breach on the part of the contractor, its employees,

GENERAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

agents or any person(s) in or about the County's facilities with the expressed or implied consent of the County. Contractor shall pay any judgment with cost which may be obtained against Galveston County resulting from contractor's operations under this contract.

Contractor agrees to indemnify and hold the County harmless from all claims of subcontractors, laborers incurred in the performance of this contract. Contractor shall furnish satisfactory evidence that all obligations of this nature herein above designated have been paid, discharged or waived. If Contractor fails to do so, then the County reserves the right to pay unpaid bills of which County has written notice direct and withhold from Contractor's unpaid compensation a sum of money reasonably sufficient to liquidate any and all such lawful claims.

37. PROOF OF INSURANCE

Successful proposer agrees to keep in full force and effect, a policy of public liability and property damage insurance issued by a casualty company authorized to do business in the State of Texas, and in standard form approved by the Board of Insurance Commissioners' of the State of Texas, with coverage provision insuring the public from any loss or damage that may arise to any person or property by reason of services rendered by successful proposer and providing that the amount by reason of services limits of not less than the following sums

- A For damages arising out of bodily injury to or death of one person in any one accident -ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS
- B For damages arising out of bodily injury to or death of two or more persons in any one accident - THREE HUNDRED THOUSAND AND NO/100 (\$300,000 00) DOLLARS
- C For any injury to or destruction of property in any one accident -ONE HUNDRED THOUSAND AND NO/100 (\$100,000 00) DOLLARS

Successful proposer shall carry in full force Workers' Compensation Insurance Policy(ies), if there is more than one employee, for all employees, including but not limited to full time, part time, and emergency employees employed by the successful proposer Current insurance Certificates certifying that such policies as specified above are in full force and effect shall be furnished by successful proposer to the County

Insurance is to be placed with insurers having a Best rating of no less than A The Proposer shall furnish the County with certificates of insurance and original endorsements affecting coverage required by these insurance clauses within ten (10) business days of execution of this contract The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf The Proposer shall be required to submit annual renewals for the term of this contract prior to expiration of any policy

In addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity

The County agrees to provide Proposer with reasonable and timely notice of any claim, demand, or cause of action made or brought against the County arising out of or related to utilization of the property Proposer shall have the right to defend any such claim, demand, or cause of action at its sole cost and expense and within its sole and exclusive discretion The County agrees not to compromise or settle any claim or cause of action arising out of or related to the utilization of the property without the prior written consent of the Proposer

In no event shall the County be liable for any damage to or destruction of any property belonging to the Proposer

Galveston County shall be listed as the additional insured on policy certificates and shall be notified of any changes to the policy during the contractual period.

GENERAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

38. PATENT AND COPYRIGHT PROTECTION

The Proposer agrees at its sole expense to protect the County from claims involving infringement of patents or copyrights

39. CONFLICT OF INTEREST DISCLOSURE REPORTING

Proposer may be required under Chapter 176 of the Texas Local Government Code to complete and file a conflict of interest questionnaire (CIQ Form) If so, the completed CIQ Form must be filed with the County Clerk of Galveston County, Texas

If Proposer has an employment or other business relationship with an officer of Galveston County or with a family member of an officer of Galveston County that results in the officer or family member of the officer receiving taxable income that exceeds \$2,500.00 during the preceding 12-month period, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

If Proposer has given an officer of Galveston County or a family member of an officer of Galveston County one or more gifts with an aggregate value of more than \$250.00 during the preceding 12-months, then Proposer **MUST** complete a CIQ Form and file the original of the CIQ Form with the County Clerk of Galveston County

The Galveston County Clerk has offices at the following locations

Galveston County Clerk
Galveston County Justice Center, Suite 2001
600 59th Street
Galveston, Texas 77551

Galveston County Clerk
North County Annex, 1st Floor
174 Calder Road
League City, Texas 77573

Again, if Proposer is required to file a CIQ Form, the original completed form is filed with the Galveston County Clerk **(not the Purchasing Agent)**

For Proposer's convenience, a blank CIQ Form is enclosed with this proposal. Blank CIQ Forms may also be obtained by visiting the Galveston County Clerk's website and/or the Purchasing Agent's website – both of these web sites are linked to the Galveston County homepage, at <http://www.co.galveston.tx.us>

As well, blank CIQ Forms may be obtained by visiting the Texas Ethics Commission website, specifically at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

Chapter 176 specifies deadlines for the filing of CIQ Forms (both initial filings and updated filings)

It is Proposer's sole responsibility to file a true and complete CIQ Form with the Galveston County Clerk if Proposer is required to file by the requirements of Chapter 176. Proposer is advised that it is an offense to fail to comply with the disclosure reporting requirements dictated under Chapter 176 of the Texas Local Government Code

If you have questions about compliance with Chapter 176, please consult your own legal counsel. Compliance is the individual responsibility of each person, business, and agent who is subject to Chapter 176 of the Texas Local Government Code

**GENERAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

40. ENTIRETY OF AGREEMENT AND MODIFICATION

This contract contains the entire agreement between the parties. Any prior agreement, promise, negotiation or representation not expressly set forth in this contract has no force or effect. Any subsequent modification to this contract must be in writing, signed by both parties.

An official representative, employee, or agent of the County does not have the authority to modify or amend this contract except pursuant to specific authority to do so granted by the Galveston County Commissioners' Court.

41. NON-COLLUSION AFFIDAVIT

The contractor declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation, that the proposal is genuine and not collusive or sham, that the contractor has not directly or indirectly induced or solicited another contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, of that anyone shall refrain from bidding, that the contractor has not in any manner, directly or indirectly, sought by agreement, communications, or conference with anyone to fix the proposal price of the contractor or any other bidder, or to fix any overhead, profit or cost element of the proposal price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the proposal are true, and further, that the contractor has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

No negotiations, decisions, or actions shall be initiated by any company as a result of any result of any verbal discussion with any County employee prior to the opening of responses to this Request for Proposal.

No officer or employee of the County of Galveston, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Galveston contracts for this service.

42. SOVEREIGN IMMUNITY

The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

43. MERGERS, ACQUISITIONS

The Proposer shall be required to notify the County of any potential for merger or acquisition of which there is knowledge at the time that a proposal is submitted.

If subsequent to the award of any contract resulting from this RFP the Proposer shall merge or be acquired by another firm, the following documents must be submitted to the County.

- 1 Corporate resolutions prepared by the awarded Proposer and the new entity ratifying acceptance of the original contract, terms, conditions and prices,
- 2 New Proposer's Federal Identification Number (FEIN), and
- 3 New Proposer's proposed operating plans

Moreover, Proposer is required to provide the County with notice of any anticipated merger or acquisition as soon as Proposer has actual knowledge of the anticipated merger or acquisition. The New Proposer's proposed plan of operation must be submitted prior to merger to allow time for submission of such plan to the Commissioners' Court for its approval.

**GENERAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
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44. DELAYS

The County reserves the right to delay the scheduled commencement date of the contract if it is to the advantage of the County. There shall be no additional costs attributed to these delays should any occur. Proposer agrees it will make no claims for damages, for damages for lost revenues, for damages caused by breach of contract with third parties, or any other claim by Proposer attributed to these delays, should any occur. In addition, Proposer agrees that any contract it enters into with any third party in anticipation of the commencement of the contract will contain a statement that the third party will similarly make no claim for damages based on delay of the scheduled commencement date of the contract.

45. ACCURACY OF DATA

Information and data provided through this RFP are believed to be reasonably accurate.

Proposer may tour the Station to verify information and data. Please contact the County Purchasing Agent to arrange to visit the Station.

46. SUBCONTRACTING/ASSIGNMENT

Proposer shall not assign, sell, or otherwise transfer its contract in whole or in part without prior written permission of Commissioners' Court. Such consent, if granted, shall not relieve the Proposer of any of its responsibilities under this contract.

47. INDEPENDENT CONTRACTOR

Proposer expressly acknowledges that it is an independent contractor. Nothing in this agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which Proposer or its subcontractors perform in providing the requirements stated in the Request for Proposal.

48. MONITORING PERFORMANCE

The County shall have the unfettered right to monitor and audit the Proposer's work in every respect. In this regard, the Proposer shall provide its full cooperation and insure the cooperation of its employees, agents, assigns, and subcontractors. Further, the Proposer shall make available for inspection and/or copying when requested, original data, records, and accounts relating to the Proposer's work and performance under this contract. In the event any such material is not held by the Proposer in its original form, a true copy shall be provided.

49. PROCUREMENT ETHICS

Galveston County is committed to the highest ethical standards. Therefore, it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the competitive bidding process, whether it's done for kickbacks, friendship or any other reason. Since misuse of the purchasing power of a local government carries criminal penalties, and many such misuses are from a lack of clear guidelines about what constitutes an abuse of office, the Code of Ethics outlined below must be strictly followed.

Galveston County also requires ethical conduct from those who do business with the county.

CODE OF ETHICS – Statement of Purchasing Policy

'Public employment is a public trust. It is the policy of Galveston County to promote and balance the objective of protecting the county's integrity and the objective of facilitating the recruitment and retention of personnel needed by Galveston County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public office.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Galveston County procurement organization.

GENERAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

To achieve the purpose of the Article, it is essential that those doing business with Galveston County also observe the ethical standards prescribed here "

General Ethical Standards

It shall be a breach of ethics to attempt to realize personal gain through public employment with Galveston County by any conduct inconsistent with the proper discharge of the employee's duties

It shall be a breach of ethics to attempt to influence any public employee of Galveston County to breach the standards of ethical conduct set forth in this code

It shall be a breach of ethics for any employee of Galveston County to participate directly or indirectly in a procurement when the employee knows that

- The employee or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement
- Any other person, business or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement

Gratuities

It shall be a breach of ethics to offer, give or agree to give any employee of Galveston County, or for any employee or former employee of Galveston County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government

Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Galveston County, or any person associated therewith, as an inducement for the award of a subcontract or order

Contract Clause

The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation by Galveston County

Confidential Information

It shall be a breach of ethics for any employee or former employee of Galveston County to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person

50. NOTICE

All notices or other communications required or permitted under this contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested with proper postage affixed and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties

GENERAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS

To the County at

Hon Mark A Henry, County Judge
722 Moody
Second Floor
Galveston, Texas 77550
Fax (409) 765-2653

With copies to

Rufus G Crowder, CPPB
Purchasing Agent
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax (409) 621-7987

Harvey Bazaman
Director of County Legal
722 Moody, Fifth Floor
Galveston, Texas 77550
Fax (409) 770-5560

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

1. SCOPE OF SERVICES

The County of Galveston is seeking a vendor to supply the service of Transportation of Dead Human Bodies. Contractor will supply all labor, materials, and equipment for pick-up of dead human bodies from the scene of death or discovery of body in Galveston County, Texas. Services will include loading, handling, protection, and transporting of bodies to the Galveston County Morgue or other location as requested by the Galveston County Medical Examiner or his designated representative. Services will be provided twenty-four (24) hours a day, seven (7) days a week, including holidays and weekends.

Contractor must maintain an average response time on calls not to exceed 15 minutes with a status report and an estimated time of arrival.

Contractor must comply with all laws, rules, regulations, and procedures for handling of dead human bodies that may apply.

2. OBJECTIVE:

To obtain the pickup and handling of dead human bodies from accident sites, homes, or other locations where death occurs or is discovered, and transportation to the County Morgue or other location as directed by the Medical Examiner or his representative at the lowest possible cost in a professional and dignified manner.

3. GOOD FAITH CASHIERS CHECK:

While no proposal or performance bonds are required, proposal must be accompanied by a Cashier's Check, made payable to the County of Galveston in the amount of One Thousand (\$1,000.00) Dollars. The above described security shall be furnished by the proposer as a guarantee that the proposer will enter into a contract if awarded the work and submit proof of the insurance and bonding requirements described herein. Checks of unsuccessful proposers will be returned at the time of award.

Failure of proposer to commence work within time specified by proposer after award and satisfy the above mentioned insurance/bonding requirements shall constitute forfeiture by proposer of the above mentioned security and retention of same by the County as liquidated damages. No plea of error or mistake in such accepted bid shall be available to the proposer as a basis for the release of his security. General information and instructions are contained in the terms and conditions attached. PLEASE READ TERMS AND CONDITIONS CAREFULLY.

4. PRIMARY TERM AND OPTIONS TO RENEW:

The primary term of the Contract will be for a period of one (1) year from the date of signage by the Commissioners Court. Contractor hereby grants to County the unilateral right to exercise an option to renew this contract. Such option to renew shall be exercised only if all terms and conditions, except for the contract period, being extended, remain unchanged and in full force and effect. Each option is to be executed in the form of a Modification/Change Order to the contract extending the contract period. Option is to be issued not sooner than Ninety (90) days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or renewal period.

Option to renew may cover not more than two (2), one (1) year terms, and the total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

5. VEHICLES:

Contractor shall provide suitable owned or leased vehicles, which shall remain under custody and control of the contractor throughout the duration of the contract. Vehicles shall be properly equipped for removal and transportation of bodies, and shall remain available for immediate response at any time, twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays.

SPECIAL PROVISIONS TRANSPORTATION OF DEAD HUMAN BODIES GALVESTON COUNTY, TEXAS

In the event of calls from the Medical Examiner of his designated representative requiring pick-up at more than one location simultaneously, contractor shall provide his own personnel, vehicles, and equipment, or secure them from other sources at his expense

In the event services of equipment by another source as called for by the contractor, contractor shall remain responsible for contract compliance at all times and making payment for these services which he obtains from another source. Payments by Galveston County for services performed under this contract shall only be paid to the contractor awarded this contract

Vehicles and personnel will be staged in Galveston County at a location that is approximately at the center point of the county to insure prompt response times

6. DESCRIPTION OF VEHICLES:

Proposers are required to state exactly what types of number of vehicles they intend to utilize

7. EVALUATION FACTORS

All proposals shall be open for public inspection after award. Galveston County will consider many evaluation factors, of which price is the only one factor, and will receive proposals from all responsible proposers. The award of the contract shall be made to the responsible proposer whose proposal is determined to be the best evaluated offer taking into consideration the relative importance of price and other evaluation factors set forth in the Request for Proposal

(a) Evaluation factors include but are not limited to the following

- (1) Price 60%
- (2) Proposer's Experience 15%
- (3) Response Time 10%
- (4) Proposer's Financial Strength 5%
- (5) Contract Terms and Conditions 5%
- (6) Economic Impact to Galveston County 5%

8. PRE-AWARD SURVEY

After proposal opening and prior to award, County reserves the right to make a pre-award survey of any or all proposer's equipment to be used in the performance of work under this solicitation. Proposer agrees to allow all reasonable requests for inspection of such equipment with two (2) days advance notice. Failure to allow such an inspection shall be cause for rejection of bids as non-responsive. Galveston County reserves the right to reject equipment as unacceptable for performance under this solicitation as a result of such pre-award survey. In addition, proposer's reputation relating to quality of performance may also be used for purposes of evaluating proposer's suitability for award under this solicitation

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

9. AWARD OF CONTRACT

Galveston County Commissioners' Court shall award the contract to the responsible proposer who submits the lowest and best proposal or reject all proposals and issue a new solicitation. If two responsible proposers submit the lowest and best proposals, the Commissioners' Court shall decide between the two by drawing lots in a manner prescribed by the County Judge. (a) The County reserves the right to accept any item or group of items of this bid, unless the proposer qualifies his proposal by specific limitations. (b) A contract award sheet attached to the complete proposal as submitted, or other written acceptance, signed by the County Judge and contractor results in a binding contract without further action by either party.

10. CONTRACT BOUNDARY LIMITATIONS AND DESTINATIONS

Services performed under this contract shall be limited to the inside boundaries of Galveston County, Texas. Contractor shall not perform, or shall contractor be paid for, services rendered outside the boundaries of Galveston County, except for the retrieval of bodies located at the Harris County crematorium.

The Medical Examiner's office will be responsible for determining whether the call is inside or outside Galveston County. Contractor shall be paid for all trips requested by Galveston County Medical Examiner. All calls must be dispatched by the Medical Examiner's office.

Services performed under this contract shall be within four designated zones within Galveston County. Zone A includes Galveston Island. Zone B includes all mainland areas of the County. Zone C includes Bolivar Peninsula. Zone D includes Mainland Hospital Center. In those instances where the pick-up point is near or at the border of two zones, Galveston County Medical Examiner shall decide the applicable zone for payment purposes. The Medical Examiner's decision shall be final. If pick-up is requested by the Medical Examiner, it shall be exclusive to the contractor who is awarded this bid. Unless otherwise directed by the Medical Examiner or his representative, dead human bodies shall be transported and delivered to the following address: **Galveston County Medical Examiner, 6607 FM 1764, Texas City, Texas, 77591**.

With the exception of a large scale disaster which requires the immediate use of services and equipment provided by another source, any vehicle used in the performance of this contract shall be properly licensed, inspected, insured, and marked to identify it as contract service for the Galveston County Medical Examiner. In all events, all vehicles shall otherwise comply with ordinances, laws, and regulations, as applicable or outlined herein. Sirens shall be used during performance hereunder. Contractor is required to comply with all traffic laws regarding speed and safety, and Galveston County assumes no responsibility for traffic violations committed by contractor, employees or representatives.

Contractor shall be responsible for complying with instructions from police, sheriff's deputies, state troopers, and/or the Medical Examiner or his representative regarding access to the pick-up site, and shall assume responsibility for violation of instruction from competent authority regarding access to or from the site and for any damage or injury caused to people or property in the performance of this service.

Contractor shall provide services in unmarked vehicles. No signage will be visible at all.

Contractor shall provide vehicles equipped with two-way radios or provide employees with pagers or other forms of communications so that calls may be canceled or changed.

In the event of vehicle break-down, accident, or any other circumstances which prevent response to any call within the designated response time, contractor shall notify the Medical Examiner or his representative and immediately make arrangements for replacement vehicle and employees.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
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11. CONTRACT PERSONNEL:

Contractor employees performing services under this contract shall be trained and fully qualified to handle, protect, load, transport, and generally perform all services associated with this contract. Contractor shall be responsible to provide any training, licenses, permits, or meet other requirements of any ordinance, law, or regulation of competent authority as applicable.

All personnel performing hereunder shall carry identification as a contractor employee or representative, and shall display such identification when requested at the pick-up or delivery site upon request by competent authority. Additionally, contractor representatives shall wear on display clip-on tags identifying them as a Contract Cadaver Transporter for the Galveston County Medical Examiner.

Contractor representatives shall present a neat, clean and dignified appearance in dress and demeanor during performance under this contract, and are prohibited from smoking while in the pick-up site, or being under the influence of alcohol or controlled and regulated substances without a medical prescription at any time during performance under this contract. Contractor representative shall conduct themselves in a respectful manner and display a proper attitude to relatives, friends, or those at the scene, including the protection of personal belongings, property and related matters.

Galveston County reserves the right to remove any contractor representative, which in the opinion of the Medical Examiner or his representative, has been rude, callous, irreverent, disruptive, or offensive in any manner to friends or relatives of the deceased, or otherwise violated this provision or otherwise reflects unfavorably on Galveston County.

No contractor representative will be permitted to perform services under this contract that has a criminal record of a felony conviction in Texas or any other state. Contractor will make appropriate inquiry of any prospective employee. Galveston County reserves the right to conduct a criminal investigation of contractor and any contractor's employee performing service under this contract and remove from performance any employee who has a criminal record of a felony conviction. Contractor agrees to submit an updated personnel list within ten (10) days of any personnel changes. The list shall include the full name, date of birth, and Social Security Number of employees.

Contractor's representatives shall not perform any service under this contract unless a call has been made by the Galveston County Medical Examiner or his representative, and shall not enter the pick-up or death scene until authorized to do so by competent authority. In all cases, every effort shall be made to protect evidence on or near the body or at a criminal scene, or protect and preserve personal or other property.

12. PERFORMANCE REQUIREMENTS:

Upon instructions to proceed at the scene by the Medical Examiner or his representative, the following services shall be rendered as a minimum:

- Body shall be wrapped in suitable cover, then secured in a portable litter and loaded in transporting vehicle.
- When directed by the Medical Examiner or his representative, bodies shall be placed in body bags. Body bags to be used hereunder shall be furnished by the Medical Examiner.
- Contractor shall provide all necessary and related supplies in the performance of services hereunder, including rubber gloves, "shroud sheets", "one man cots", "highway cots", "back boards", surgical or odor masks, and any other supplies normally used for this purpose as determined by the contractor. Galveston County shall not be responsible for the payment or reimbursement of any costs not specifically identified by the bidder in his bid.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

Contractor shall be provided with the key code to the Galveston County Morgue so that delivery of bodies may be made. Contractor agrees not to enter to County Morgue facilities for any reason except in connection with delivery of a cadaver or in response to a call from the Medical Examiner. The code shall not be shared with any third party.

Contractor's representatives shall enter required information in a log at the morgue upon arrival, and shall prepare and attach a toe tag to the right or left great toe of each body. If toes are missing, the tag is to be placed on the body or piece of clothing that will not be dislodged during transport.

After tagging, unless otherwise directed by the Medical Examiner or his representative, the body shall be placed on a cot or backboard.

13. CONFIDENTIALITY:

Except to the Medical Examiner, his representative, or other competent authorities, Contractor agrees not to reveal or disclose any information relating to any case in which services are provided hereunder, including identification of deceased, address or location, circumstances surrounding death, criminal evidence, or any other pertinent information.

14. ADVERTISING AND SOLICITATION

Contractor is prohibited from, and expressly agrees not to use the award of this contract or performance of services hereunder as advertisement or otherwise, for the purpose of soliciting or obtaining business from other sources, and shall not include any information relating to this contract in business from other sources, and shall not include any information relating to this contract in business cards, pins, labels, patches, or any other manner which could be construed as advertising, solicitation, or as an official extension of a Galveston County department or agency.

15. BILLING:

On the last day of each month, Contractor shall submit an invoice for payment of all services rendered that month. The invoice shall include the name of deceased, number, date, location, response time in minutes to pick-up point from time of call, and cost of all pick-ups and deliveries made during that month. The report shall be mailed or hand delivered to

**GALVESTON COUNTY MEDICAL EXAMINER
6607 FM 1764
TEXAS CITY, TEXAS 77590**

16. PAYMENT PROCEDURE:

Upon receipt of invoice, the Medical Examiner shall attempt to promptly verify invoiced items and forward the invoice to the County Auditor for payment. Payment shall be sent to address provided by contractor, and made no later than the 30th day after receipt of invoice by Auditor.

None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this contract.

17. NO MINIMUM GUARANTEE

Neither Galveston County nor the Medical Examiner guarantees either a minimum or maximum number of pick-ups or a minimum or maximum amount of compensation under this contract.

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

18. INDEPENDENT CONTRACTOR

In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor will provide all tools and equipment.

Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by State or Federal governments.

Contractor is not an agent or employee of the county for any purpose, it is not eligible for, nor will it be permitted to participate in, any employee benefit plans which are normally accorded to employees of the county, including vacation and sick leave, retirement plans, disability and workman's compensation.

County assumes no liability to any third party of any action, inactions or deeds taken by contractor, its agents, employee or representatives in the performance services.

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**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

PROPOSAL FORM

THE FIRM OF _____

Address _____

FEIN (TAX ID) _____

Hereby agrees to provide the requested services as defined herein for a total contract price of

\$ See Line Item Detail Pages and Proposal Sheet _____

Person to contact regarding this proposal _____

Title _____ Phone _____ Fax _____

E-mail address _____

Name of person authorized to bind the Firm _____

Signature _____ Date _____

**SPECIAL PROVISIONS
TRANSPORTATION OF DEAD HUMAN BODIES
GALVESTON COUNTY, TEXAS**

Title _____ Phone _____ Fax _____

E-mail address _____

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

Items:

Confirmed (X):

1. References (if required)

2. Addenda, if any.

#1 _____ #2 _____ #3 _____

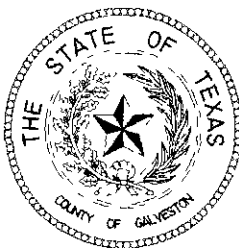
3. One (1) original and three (3) copies of submittal

4. Vendor Qualification Packet

5. Payment Terms:

_____ net 30 _____ Other

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State of Texas

County of Galveston

Contract

This Contract is entered into between the County of Galveston, a political subdivision of the State of Texas and the Contractor named below pursuant to Texas Local Government Code, Chapter 262, Subchapter C and the referenced invitation to bid

Contract Number: CM11235

Invitation to Bid Number RFP #B122001 – Transportation of Dead Human Bodies

Term of Contract One (1) year with two (2) one (1) year extensions

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating **December 12, 2012.**

Term of Completion (Construction or other time specific contract): The Contractor shall complete the work within N/A Calendar Days of the issuance of the notice to proceed. The time set forth for completion of the work is an essential element of the job

Renewal Options: (if applicable):

Year One	Yes (X) No ()
Year Two	Yes (X) No ()
Year Three	Yes () No (X)
Year Four	Yes () No (X)

Contractor: Carnes Funeral Home

Awarded as to addendum(s) (if applicable):

Addendum No 1 () yes () no () n a
Addendum No 2 () yes () no () n a
Addendum No 3: () yes () no () n a

Payment Bond Required () yes (X) no

Performance Bond Required: () yes (X) no

Notice to be Given to:

Galveston County

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor

Carnes Funeral Home
3100 Gulf Freeway
Texas City, TX 77591
ph: 409-986-9900
fax: 409-986-9903

County and Contractor agree as follows:

1 **Parts of Contract:** Sections I (Invitation to Bid, Instructions to Bidders), II (Bid Proposal, Contract Award), III (Special Terms and Conditions, including Specifications, Drawings and Addenda, if any), and IV (General Terms and Conditions) attached to this Contract Award are all made a part of this Contract and collectively evidence and constitute the entire contract

2 **Contractor Responsibilities.** Contractor will obtain all required permits or licenses, if any, furnish all of the required materials, equipment, and supplies, perform all of the work specified in the bid package, and do everything called for therein. All work shall be performed in a good and workmanlike manner and at minimal interruption of daily County activities

3. **Payment for Services:** The County, upon satisfactory work by Contractor and receipt of approved invoice, will pay Contractor according to prices and payment schedule listed in the bid sheets contained in Contractor's Bid Proposal

4 **Independent Contractor** None of the provisions of this contract for services are intended to create, nor shall be deemed to create, any relationship between Galveston County and Contractor other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Contract. In the performance of work, duties and obligations under this agreement, Contractor is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered. Contractor is not an agent or employee of the County for any purpose. Contractor and his employees are not eligible for nor will be permitted to participate in any employee benefit plans which are normally provided to employees of the County, including vacation and sick leave, retirement plans, disability and worker's compensation. County assumes no liability to any third party for any actions, inactions or deeds taken in the performance of services by Contractor, its agents, employees or representatives

5 Employment Taxes: Contractor shall be solely responsible for all IRS tax reporting and quarterly payments of estimated tax, FICA payments, and any other tax withholding required by the State or Federal governments

6 Initial Term and Options to Renew The initial term of the Contract will be as stated above. Contractor hereby grants to County the unilateral right to exercise an option to renew this Contract for such periods of time as specified above. Such option to renew shall be exercised only if all terms and conditions, except for the contract period being extended and pricing indicated on bid sheets, remain unchanged and in full force and effect. Each option is to be executed in the form of a letter from the County Purchasing Agent advising the Contractor of the election of the option. Each option is to be issued not sooner than Ninety (90) Days prior to expiration of this contract or each renewal period, nor later than the final day of the contract period or each renewal period. Each option to renew may not cover more than one (1) year. The total period of this contract, including all extensions as a result of exercising this option, may not exceed the maximum combined period specified above.

7 Cancellation County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor.

8 Covenant Against Contingent Fees. Contractor warrants that no persons or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to immediately terminate this Contract without liability to Contractor, or in its discretion to deduct from the contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

9 Subcontracting or Assignment: Contractor may not assign, sell, or otherwise transfer this Contract in whole or in part without prior written permission of the County. Such consent, if granted, shall not relieve the Contractor of any of its responsibilities under the contract. Failure to request consent shall be grounds for termination.

10 Novation and Change of Name Agreements: Contractor is responsible for the performance of this Contract. In the event a change of name or novation agreement (change of ownership) is required pursuant to action initiated by the Contractor, the County Purchasing Agent shall be notified immediately. No change in the obligation of the Contractor will be recognized until such change is approved by Commissioners' Court.

11 Force Majeure: In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence by an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

12. **Entirety of Agreement and Modification.** This Contract contains the entire agreement of the parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Contract has no force or effect. This Contract may be amended or changed only by the written consent of each party hereto duly executed by the authorized representative of each party.

13. **Severability.** If a provision contained in this contract is held invalid for any reason, the invalidity shall not affect other provisions of the contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

14. **Validity/Enforceability.** If any current or future legal limitations affect the validity or enforceability of a provision of this Contract, then the legal limitations are made a part of this Contract and shall operate to amend this contract to the minimum extent necessary to bring this contract into conformity with the requirements of the limitation, and as so modified, this Contract shall continue in full force and effect.

15. **Governing Law.** This Contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in Galveston, Texas. Venue shall lie exclusively in Galveston, Texas.

16. **Benefit:** This contract is intended to inure only to the benefit of County and Contractor. This contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

17. **Authority to Bind.** The person or persons executing and signing this Contract on behalf of each party guarantee that the person or persons are fully authorized to execute the contract and to legally bind the party to all terms and provisions of this contract, and that this contract constitutes the legal, valid, and binding agreement of each party hereto.

18. **Immunity Retained.** The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officer, employees, and agents as a result of its execution of this contract and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this contract.

19. **Meaning of Words.** Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise.

20. **Public Information Act.** the parties agree that the County is a governmental body for purposes of the Public Information Act, codified as Chapter 552 of the Texas Government Code and as such is required to release information in accordance with the Public Information Act.

21 **Headings.** The headings at the beginning of the various provisions of this agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this agreement

22 **Conflict of Provisions:** In the event of an irreconcilable conflict between provision of this Contract and any part of the Contract listed in Paragraph One above, the terms of this Contract shall prevail

Executed on this the 13 day of December, 2011

Contractor:

Carnes Funeral Home

By:

Jay P. Carnes

Date:

10-12-2011

Galveston County

By:

Mark A. Henry
Mark A. Henry, County Judge

Date:

12/13/11

Attest:

Dwight D. Sullivan
Dwight Sullivan, County Clerk

AGENDA

ITEM

#12

Galveston County Jail Inmate Health Services Agreement

This Agreement by and between the County of Galveston ("County") and ConMed Healthcare Management, Inc ("ConMed") is entered into effective as of the 1st day of January, 2012. It is for the purpose of providing health care services to all inmates incarcerated in the Galveston County Jail except as otherwise specifically excluded by this Agreement. It is also for the purpose of providing limited health care services to County Corrections Staff.

Witnesseth:

Whereas, County is required by state law to provide health care services to individuals incarcerated in the Galveston County Jail ("Jail"); and

Whereas, the objective of the County is to provide for the delivery of health care services to Inmates in accordance with applicable law, and

Whereas, County desires to enter into a health care services agreement with ConMed to promote this objective; and

Whereas, ConMed contracts to provide correctional health care services and desires to provide such services for the County under the terms and conditions hereof,

Now, Therefore, with the intent to be legally bound, and in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows.

Article I: Health Care Services.

1.1 General Engagement County engages ConMed to provide and to arrange to provide for the delivery of reasonable and necessary medical, dental, and mental health care to all individuals who are under the custody and control of County and incarcerated at the Jail ("Inmates"). ConMed accepts such engagement according to the terms and provisions hereof.

1.2 Scope of Services ConMed will provide and arrange to provide adequate staffing on a regular basis, including state and federal holidays and during natural or man-made disasters such as hurricanes, the following services:

- professional medical, dental, and mental health care (excluding required hospitalization relating to psychiatric care),
- related health care and administrative services for the Inmates, including a program for preliminary health screening of Inmates upon arrival at the Jail,
- comprehensive health evaluation of each Inmate following admission to the Jail,

- regularly scheduled sick call and nursing coverage,
- regularly scheduled physician visits on site;
- mental health services to include on-site and on-call psychiatric physician services;
- medical records management,
- pharmacy services,
- health education and training services,
- a quality assurance program,
- administrative support services, and
- such other medical, dental, and mental health care services, all as more specifically described in County's Request for Proposal Inmate Health Care Medical Services Bid #B112025, ConMed's proposal dated September 22, 2011, ConMed's Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 and this Agreement. Any applicable statement contained in these documents shall be incorporated into this Agreement regardless of whether specifically restated verbatim herein and the most inclusive service will be provided unless specifically otherwise stipulated by this Agreement. But, any exception to any requirement of County's Request for Proposal Inmate Health Care Medical Services Bid #B112025 placed in ConMed's proposal dated September 22, 2011 its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 shall not become a part of this Agreement unless it is specifically stipulated as an exception herein. Also, in the event of any conflict between the terms of this Agreement and ConMed's proposal or its Best and Final Offer, the terms of this Agreement shall prevail.

ConMed agrees that none of the health care that will be provided to inmates in the County jail facility will be done via telemedicine

ConMed agrees to report any suspected cases of reportable infectious diseases and/or food borne illnesses to the Local Health Authority of the Galveston County Health District and to cooperate fully with Galveston County Health District investigations into such matters

ConMed and the County Sheriff's Office will collectively oversee the initial establishment of services in order to ease transition of medical services from County's current medical provider to ConMed.

1.3 Medical Specialty Services. ConMed will arrange to provide radiology services on site to the extent of the capabilities of a mobile radiology service. Other medical specialty services (e.g. laboratory services, etc.) will be provided on site to the extent reasonably possible. To the extent routine medical specialty care or services is required and cannot be rendered on site, ConMed will make appropriate off-site arrangements within Galveston County whenever reasonable for the rendering of such care. The County will provide a Sheriff's Office vehicle and driver for the transportation of such inmates requiring these routine medical specialty services.

1.4 Emergency Services. ConMed professional staff will provide emergency medical treatment to Inmates, visitors and Jail staff as necessary and appropriate on site. ConMed, at its expense, subject to the limits of Section 1.5, will arrange off-site emergency medical care as required for Inmates through arrangements to be determined with local hospitals within Galveston County or, if necessary, Harris County. ConMed, at its expense, subject to the limits of Section 1.5, will arrange ambulance services for all inmates only for emergency circumstances.

1.5 Hospitalization Services/Annual Cap. ConMed will arrange for the admission of any Inmate, who in the opinion of the treating physician requires specialty care and/or hospitalization. The admission of psychiatric inmates who require hospitalization will be coordinated by ConMed's treating physician with the County's local mental health provider, which is the Gulf Coast Center.

ConMed will bear the cost of such hospitalization and specialty care (except for psychiatric hospitalization which shall be the financial responsibility of the Gulf Coast Center) for all inmates. ConMed will also pay for the emergency ambulance transfer of all inmates. In addition, ConMed will bear the cost of other contracted costs, (e.g. laboratory services, radiology services, specialty care, long term facility care, emergency room services, ambulance and other transport services, on-site specialty clinics, dialysis, physical therapy, pharmaceuticals and all outpatient care, including third party network administration and repricing fees, as well as all prosthetics and durable medical equipment). Notwithstanding any other provision of the agreement to the contrary, ConMed's obligation to pay for hospitalization, specialty care, emergency ambulance transfer and other contracted costs shall not exceed a total annual aggregate cap of \$100,000 per inmate per contract year, beginning on the first effective day of the contract and continuing for twelve (12) consecutive months.

For purposes of determining the aggregate annual cap amount, ConMed shall use the actual cost paid by ConMed to offsite and contracted providers as required under contracts negotiated by ConMed with such providers.

1.6 Unauthorized Absence ConMed will not be liable for any Inmate health care costs incurred during an unauthorized absence (e.g. jail escape) from the Jail. In the event ConMed pays such costs, County will reimburse ConMed its costs associated with any such unauthorized absence health care services provided by ConMed.

1.7 Inmate Cap Reconciliations and Billings ConMed will provide detailed monthly reporting to the County for all inmates that approach the \$100,000 per year annual limit, starting with paid and accrued claims in excess of \$75,000 per contract year. Once actual paid claims for an individual inmate exceed the \$100,000 threshold, ConMed will invoice the County on a monthly basis for all costs in excess of the \$100,000 limit. ConMed will provide whatever back-up information requested by the County that substantiates the billing. ConMed anticipates the County providing undisputed payments to ConMed for all individual undisputed inmate invoices within 30 days of the invoice date in accordance with Texas Government Code Chapter 2251, commonly known as the Texas Prompt Payment Act.

In the event of a disputed invoice, County agrees to notify ConMed in writing of the disputed amount and the basis for the dispute within fifteen (15) days of receipt of such invoice. The parties agree that only payment of the disputed amount may be retained by County until the disputed matter is resolved and that payment of the undisputed balance must be paid in accordance with Texas Government Code Chapter 2251. The parties further agree that they will put forth their best efforts toward successfully resolving any disputed amount in a timely and expeditious manner.

At the end of each contract period, ConMed will notify off-site providers of the requirement to submit claims for reimbursement within 90 days after the end of the contract period. ConMed will then have another 90 days to adjudicate and pay all outstanding claims, with a final billing/credit being issued to the County 210 days after the end of the contract period. In the event ConMed receives a request for claims reimbursement after the final billing/credit for an expired contract period, upon the final expiration, or early termination of the Agreement, the claim will be returned to the off-site provider unpaid.

1.8 Refusal of Admission of Inmate Through its receiving nurse or EMT stationed at the booking area of the Jail, ConMed may recommend that the Jail refuse to admit to the Jail any Inmate who, in the opinion of ConMed, displays signs of needing immediate health care due to untreated injury, illness or communicable disease. This recommendation may remain in effect until that Inmate has been treated and stabilized at a hospital emergency center. In addition, ConMed's receiving nurse or EMT on duty will execute the County's Medical Refusal Slip. In the event ConMed fails to exercise this option, ConMed will assume responsibility for treatment of said Inmate within the limits of this Agreement.

After an Inmate has received treatment and been stabilized at a hospital emergency center for the injury, illness or communicable disease for which he/she was previously rejected for admission to the Jail, and law enforcement personnel present evidence of

such treatment to ConMed personnel, that Inmate shall be admitted to the Jail and ConMed shall assume responsibility for treatment of said Inmate to the same degree it assumes responsibility for treatment of all other inmates

1.9 Infant Care. ConMed will provide prenatal health services to any pregnant Inmate. ConMed personnel will make every effort to arrange transportation for pregnant inmates for delivery upon timely notification of the onset of labor. Health care services will also be provided to the mother during and after birth. Health care services provided to an infant following birth will not be the responsibility of ConMed under this Agreement.

1.10 Elective Medical Care. ConMed will not be responsible for the provision of elective medical care to Inmates. For purposes of this Agreement, "elective medical care" means medical care which, if not provided, would not in the opinion of the treating physician cause the Inmate's health to deteriorate or pose an undue risk of harm to the Inmate.

1.11 Transportation Services. To the extent any Inmate requires routine off-site health care treatment other than emergency care (e.g. hospitalization, specialty services or health care services as specified in Article 1.5), County will provide appropriate transportation services as requested by ConMed using County law enforcement vehicles and drivers. ConMed will coordinate through Jail staff the transportation of Harris County and federal prisoners housed at the Galveston County Jail who require medical or emergency care.

1.12 Mental Health Services. ConMed has a separate contract with the Gulf Coast Center for mental health services. ConMed will coordinate with the Gulf Coast Center for the hospitalization of any inmate who requires such hospitalization due to psychiatric reasons. ConMed will be responsible for all other mental health and psychiatric services. Mental health medications (psychotropics) will be included in the pharmacy services provisions of this contract except during periods of hospitalization.

1.13 County Corrections Staff Services. ConMed will perform physicals on newly hired County Corrections Staff, up to 50 per annum, in accordance with the requirements prescribed by TCLEOSE Form L2. These physicals include drug screens, and medical and mental health screening. Prior to the time of the physical, County will provide ConMed with a description of the duties to be performed by the person subject to the physical. Costs for physicals in excess of 50 per year will be the responsibility of Galveston County at an additional rate of \$150 per series.

ConMed will also perform annual TB tests on all County Corrections Staff and on all newly hired County Corrections Staff as required by the Texas Commission on Jail Standards.

Annual staff education regarding universal blood-borne pathogen precautions (in accordance with OSHA regulations) will be provided to County Corrections Staff.

ConMed professional staff will arrange for ambulance services for County Corrections Staff only in emergency circumstances

1 14 Pharmacy Services. ConMed will provide all reasonable and medically necessary medications, prescription and nonprescription, (including mental health medications) as determined by the provider and Gulf Coast Center to be necessary for Inmates of Galveston County Jail, subject to the limitations below Mental health medications will be provided in accordance with Section 1 12 Inmates, with the exception of federal prisoners housed at the Galveston County Jail, will be provided prescription medications upon transfer or release as coordinated by ConMed

As to all medications, inasmuch as ConMed bears the risk associated with providing medications and pharmaceutical services for the inmate population all discounts and rebates negotiated and received by ConMed or its pharmacy vendor will remain the property of ConMed and/or its pharmacy vendor

Article II: Contract Monitoring.

2 1 The County has designated the Galveston County Sheriff and the Executive Director of the Galveston County Health District or their designees as the Authorized Representatives of the County Both shall be given full authority to act on behalf of the County in all matters relating to this Agreement including the review of invoices issued by ConMed under Article 1.7.

ConMed has designated Richard W. Turner, P H D , Chairman and Chief Executive Officer or his/her designee or successor as the Authorized Representative of ConMed He/she shall be given full authority to act on behalf of ConMed in all matters relating to this Agreement

2 2 ConMed will provide County on a monthly basis with detailed utilization information concerning primary, specialty and hospital health care services provided for all inmates including but not limited to the following.

- records tracking the number of visits using the Health Services Report Form attached as Exhibit "A",
- details, to the extent ConMed has the data using appropriate CPT and HCPCS coding standards on all services provided on each inmate sent off-site for services, including but not limited to, injections, treatments, labs, and x-rays,
- information concerning pharmaceutical costs that include the name of each drug dispensed, its dosage, cost and appropriate NDC number, and

- provider of service and date of service on each inmate treated offsite, to the extent ConMed has been provided this data

In addition, ConMed and County will work in partnership to develop additional reporting tools for the provision of utilization and financial information to the County for all services provided in association with this Agreement as mutually agreed to, throughout the duration of this Agreement

2.3 The County shall have the unfettered right to monitor and audit ConMed's work in every respect. In this regard, ConMed shall provide its full cooperation and insure the cooperation of its employees, agents, and independent contractors. ConMed shall also request the full cooperation of its vendors and of its service providers. Further, ConMed shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, performance evaluations, continuing education and training records, and any other non-proprietary data, records and accounts relating to ConMed's work and performance under the Agreement, subject to any restrictions of applicable law, including federal and Texas law regarding confidentiality of medical records. In the event any such material is not held by ConMed or any of its service providers in its original form, a true copy shall be provided.

Article III: Personnel.

3.1 Staffing ConMed will provide a medical director and such other medical, dental, mental health, technical and support personnel necessary for the rendering of health care services to Inmates as contemplated herein. Current staffing levels are attached hereto as Exhibit "B". ConMed agrees that neither the medical nor the mental health personnel providing services in the County jail facility will be students, or post-graduate medical physicians known as interns or residents.

All on-site personnel, with the exception of the physician, psychiatrist, dentist, optometrist and some allied health professionals like radiology technicians, physical and occupational therapists and the like ("Medical Professionals") will be employees of ConMed. The Medical Professionals may be Independent Contractors or Subcontractors. County expressly consents to such an arrangement but reserves the right to have any such Independent Contractor or Subcontractor removed as set forth in Article 3.3. ConMed will use its best efforts to engage Medical Professionals fully qualified in their respective areas of expertise. As the relationship between ConMed and these Medical Professionals will be that of Independent Contractor, ConMed will not exercise control over the manner or means by which these Medical Professionals perform their professional duties.

All personnel will meet the requirements and perform the duties as described by ConMed in its proposal of September 22, 2011 and its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011. The health care staff will at a minimum be at levels consistent with the staffing plan proposed by ConMed in its proposal of

September 22, 2011 as modified in its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011 and as noted on Exhibit B to this Agreement, for the management and delivery of health care for Inmates of Galveston County (up to 1,200 inmates in most instances)

If the average daily population exceeds 1,060 inmates but is less than 1,200 inmates, staffing will be increased if necessary to meet levels sufficient for the management and delivery of health care for inmates at no additional cost to the County

If the average daily population exceeds 1,200 inmates for a period of thirty days, ConMed reserves the right to negotiate with Galveston County for additional staff as agreed to by both parties and the subsequent compensation for the additional staff

3.2 Licensure, Certification and Registration of Personnel. All personnel provided or made available by ConMed to render services hereunder will be licensed, certified or registered, as appropriate, in their respective areas of expertise pursuant to applicable Texas law. Specialty physicians will be Board Certified or Board Eligible

3.3 County Satisfaction with Health Care Personnel. If County should become dissatisfied with any health care personnel provided by ConMed, County will give written notice to ConMed's Designated Representative of its reasons for dissatisfaction. ConMed will exercise its best efforts to immediately resolve the problem and if the problem is not resolved to County's satisfaction, will remove the individual according to ConMed's personnel policy or independent contractor agreement

3.4 Use of Inmates in the Provision of Health Care Services. Inmates will not be employed or otherwise engaged by either ConMed or County in the direct rendering of any health care services. Inmates may be used in positions not involving the rendering of health care services directly to Inmates as ConMed and County may mutually agree

3.5 Discrimination. ConMed will recruit, select, train, promote, transfer and release its personnel, as contemplated hereunder, without regard to race, color, religion, national origin, handicap, Vietnam veteran status, age or sex (except where age, sex or handicap is a bona fide occupational qualification). Further, ConMed will administer its other personnel policies such as compensation, benefits, layoffs, return from layoff, company sponsored training, education, and tuition assistance without regard to race, color, religion, national origin, handicap, Vietnam-Era status, age or sex

3.6 Restrictive Covenant. Recognizing among other things the unique services provided by the employees and Independent Contractors of ConMed during the term of this Agreement, County will not, directly or indirectly, solicit or engage at the Jail said employees, or said Independent Contractors of ConMed during the term of this Agreement (including any renewals thereof) and for a period of one (1) year thereafter without the prior written consent of ConMed, provided, however, that this limitation shall not apply to persons

who were employed at the Jail or who were Independent Contractors immediately prior to the commencement of ConMed's services hereunder.

3.7 Credit to County. ConMed shall use its best efforts to keep employee (and Independent Contractor personnel) absences or vacancies at an absolute minimum. ConMed will use a PRN ("as needed") pool to help minimize vacancies. ConMed shall issue a credit consisting of 150% of the hourly salary and fringe benefits for hours of each position vacant after an accumulated period of thirty (30) consecutive days. Credit shall be given for actual positions vacant based upon the number of business days vacant within the calendar month for that position. This credit will not apply to positions that are covered by overtime, PRN, agency or locum staff. Adjustments will be made on a quarterly basis. ConMed shall agree that during the term of this Agreement, vacancy rates shall not exceed 10% for each discipline or position (e.g., clerical, medical, dental, nursing, etc.) and that agency staff shall not be used to fill more than 10% of the positions.

3.8 Recognizing the County's responsibility to account for, and control, all funds expended under this Agreement, and the County's responsibility to assure continuity and quality of care, ConMed shall submit for prior approval any increase in any wage rate for any employee or independent contractor greater than 2.5% on an annualized basis and any change in a fringe benefit, or the cost thereof. In the County's interest of assuring security and delivering quality care, the County shall retain the right to approve the hire, and require the termination of any ConMed employee, or Independent Contractor, performing work under this Contract. ConMed shall also not change the contents of its employee handbook without prior approval. Unless directed by the County, the staffing hours, job classifications, and duties of employees included in this proposal shall not be changed.

Article IV: Accreditation.

4.1 ConMed warrants it will take all reasonable steps to maintain the facility's accreditation by the National Commission of Correctional Health Care for Jails. ConMed will conduct these activities at its cost throughout the length of this agreement and any renewals thereof. ConMed will not be held responsible for lack of NCCHC accreditation if the reason for failure to maintain accreditation is primarily out of the control of ConMed (i.e., physical plant, etc.). ConMed will notify the Jail Administration when ConMed becomes aware of any situation which would preclude the Jail from maintaining its accreditation within a time frame that will allow the Jail to address the situation.

Article V: Education and Training.

5.1 Inmate and Staff Health Education ConMed will conduct an ongoing health education program for Inmates and County Corrections Staff at the Jail toward the objective of raising the level of Inmate health and health care. This health care education program will include such programs as are specified in ConMed's proposal dated September 22,

2011 and its Best and Final Offer dated November 16, 2011 as modified November 23, 2011 and December 1, 2011

Article VI: Reports and Records.

6.1 Medical Records. ConMed will cause to be maintained a traditional paper medical record (including paper records of all prescriptions) for each Inmate who has received health care services. Medical records will be kept, at a minimum, for the time period required by Texas State Library and Archives Commission Local Records and Retention Schedules. This medical record will be maintained pursuant to applicable law and will be kept separate from the Inmate's confinement record. A summary of the applicable medical record will be available to accompany any Inmate who is transferred from the Jail to another location for off-site services or to a state prison or psychiatric ward. Medical records of Harris County inmates and federal prisoners housed at the Galveston County Jail will accompany such prisoner when he/she is transferred. All Medical records of any inmate will be made available to the authorized County officials upon request and as otherwise authorized by law. Otherwise, medical records will be kept confidential, and ConMed will follow the County's policy with regard to access by Inmates and Jail staff to medical records, subject to applicable law regarding confidentiality of such records. No information contained in the medical records will be released by ConMed except as provided by this Agreement, by County's policy, by a court order, or otherwise in accordance with applicable law. All medical records are the property of the County and will remain with the County upon expiration or early termination of this Agreement.

6.2 Regular Reports by ConMed to County. ConMed will provide monthly and annual reports to County's Authorized Representatives listed in Article 2.1 containing an analysis of health care services rendered hereunder. The formats and reports provided will be as mutually agreed upon. At a minimum, these mutually agreed upon monthly and annual reports will contain sufficient data and other proprietary and non-proprietary information, including but not limited to the data and information set forth in Article 2.2 above and the reports as listed below, to enable County to prepare a request for proposal of such depth for subsequent jail health care service providers to make informed proposals.

Reports will include the following

- Provide actual monthly costs (dollar expenses) of services provided broken down by type of expense (i.e. staffing salaries, hospitalization, pharmacy, mental health, lab, x-ray, dental, etc.)
- Provide the formulary in use at the Galveston County Jail
- Provide a monthly formulary management report to include detailed utilization and cost for all medications including the number and type of medications dispensed, dosage and cost per pill; information to include detailed utilization and cost information for the type of medications dispensed, dosage and cost per pill for all psychotropic medications

- The actual annual medical health care service costs data broken down into the following categories:

Utilization data for the total cost of any offsite care (that is the type of services provided, number of cases and expense per case)

Utilization data of the total cost County was requested to pay, if any, for offsite medical care to include the type of services provided, number of cases and total expense per case)

Utilization data of the total costs paid by ConMed, if any, for offsite medical care to include the type of services provided, number of cases and total expense per case

Utilization data for the total costs of laboratory tests provided, the number and type of laboratory tests provided and the cost per test

Utilization data for the total costs of x-rays provided, the number and type of x-rays services provided and the costs per x-ray, as well as the radiologists reads.

Utilization data for the total costs of dental services provided, the number and type of services provided and the total cost per services.

Utilization data for the total costs of mental health services provided, the number and type of services provided and the total cost per service

Utilization data for the total costs associated with emergency medical services and transportation (ambulance)

Utilization data for the total costs of hospital and physician services associated with inpatient hospital stays per patient per confinement

Utilization data for the total costs associated with referring inmates for outpatient care per type of service

Utilization data for the total costs of physical therapy provided, the number and type of physical therapy services provided and the cost per services

Utilization data for the total costs per case and the number of inmate cases per year for which County has paid for medical expenses in excess of \$100,000 00

Utilization data for the total costs per case and the number of individual inmate cases per year for which ConMed has paid amounts in excess of \$10,000.00, Include the total amount paid for each inmate that reached \$10,000 00

Utilization data of the total program costs paid by ConMed for medical services, using the \$100,000.00 cap out for offsite medical services, if any, include the type of services provided, number of cases and expense per case.

Utilization data of the total program costs for medical services, above the \$100,000.00 for offsite medical services that County paid, if any, include the type of services provided, number of cases and the total expense per case.

Provide utilization information that indicates how many times an individual inmate was seen (that is one time, two times, three times or twenty four times etc) by the medical staff at the Jail (excluding the dispensing of medications)

Provide the total costs associated with infectious waste disposal

Provide the total per year of the number of grievances, formal complaints and/or lawsuits filed, details of the cases and if the case has reached resolution or is ongoing. If the case has reached resolution provide details as to the result

Provide utilization data for the total costs of treating on-site any of County Correctional Staff that were injured on duty and where treated by the on-site medical staff Include the number of cases treated, type of injury reported and the number of cases that were referred for offsite medical services for treatment and the total expense per case.

Provide utilization data for the total costs associated with pre-employment physicals to County Correctional Staff including TB testing, mental health screening and drug screen urinalysis

6.3 Inmate Health Insurance. ConMed will use its best efforts to seek and obtain from any Inmate, other than federal prisoners housed by the Galveston County Jail, information concerning any private health insurance the Inmate might have that would cover services rendered by ConMed hereunder, and County will cooperate fully with ConMed in its efforts to secure this information. ConMed will provide off-site providers with any private health insurance information it obtains on any inmate who is forwarded to the off-site providers for treatment.

6.4 Fee for Service Program In the event the County decides to implement a Fee for Service Program during the term of this Agreement, Conmed will assist County, in developing a fee for service program for inmates. Included in this program will be a process for County collecting such fees Such program will exclude federal prisoners housed at the

Galveston County Jail. ConMed will not be responsible for the actual collection or accounting of inmate fees

6.5 Inmate Information In order to assist ConMed in providing the best possible health care services to Inmates, County will provide ConMed with information in County's possession pertaining to Inmates that ConMed identifies and requests as is reasonable and necessary for ConMed to adequately perform its obligations hereunder

6.6 ConMed Records Available to County with Limitations on Disclosure ConMed will make available to County, at County's request, all records, documents and other papers relating to the direct delivery of health care services to Inmates hereunder; provided, however, that County understands that the systems, methods, procedures, written materials and other controls employed by ConMed in the performance of its obligations hereunder are proprietary in nature and will remain the property of ConMed and may not, at any time, be disclosed, used, distributed, copied or otherwise utilized by County, except in connection with the delivery of health care services hereunder, or defense of litigation (subject to a mutually agreed upon protective order) or unless such disclosure is approved in advance in writing by ConMed or unless such disclosure is required by what is commonly referred to as the Texas Open Records Act. But, nothing shall preclude County from sharing this information with any third party acting on County's behalf who has been retained to assess the costs incurred by ConMed and/or the County in providing services under this Agreement, provided such third parties agree such use shall be limited to reporting to the County on methods of cost, control or related purposes; otherwise the third parties must agree to maintain the confidentiality of such records provided by ConMed

In the event a request is made to County under the Texas Open Records Act, the County will advise ConMed of the request so that ConMed may pursue any right it has under the Act

6.7 County Records Available to ConMed with Limitations on Disclosure During the term of this Agreement and for the time period thereafter required by the Texas State Library and Archives Commission Local Records and Retention Schedules County will keep and provide ConMed, at ConMed's request and expense, such County records relating to the provision of health care services to Inmates as may be requested by ConMed or as are pertinent to the investigation or defense of any claim related to ConMed's conduct. County will make available to ConMed such records as are maintained by County, hospitals, and other outside health care providers involved in the care or treatment of Inmates (to the extent County has any claim to those records) as ConMed may reasonably request consistent with applicable law, provided, however, that any such information released by County to ConMed that County considers confidential will be kept confidential by ConMed and will not, except as may be required by law, be distributed to any third party without prior written approval by County

6.8 Inmate Grievances ConMed shall specify the policies and procedures to be followed in dealing with inmate medical complaints or inmate requests for medical treatment regarding any aspect of the health care delivery system. ConMed shall maintain monthly

statistics of all medical grievances and requests filed at the Jail, i.e., those with and without merit. All medical grievance procedures shall also be in accordance with the County's regulations and shall be approved by County prior to their implementation. The County reserves the right to review any inmate complaint or request and to review ConMed's actions. ConMed must implement the County's recommendations in disputed cases, provided such recommendations are not contrary to the best medical judgment of the ConMed's Medical Director.

Article VII: Security.

7.1 General ConMed and County understand that adequate security services are necessary for the safety of the agents, employees, independent contractors and subcontractors of ConMed, as well as for the security of Inmates and Jail staff. County will provide security services satisfactory to ConMed and sufficient to enable ConMed and its personnel safely to provide the health care services called for hereunder. ConMed and its personnel (regardless of their status as ConMed's agents, employees, independent contractors or subcontractors) shall be subject to and shall comply with all security regulations and procedures of the County and the Jail. Violations of regulations may result in the personnel being denied access to the Jail. In this event, ConMed shall provide alternate personnel to supply services, described herein, subject to the County's approval.

7.2 Security Off-Site County will provide security as necessary and appropriate in connection with the transportation of any Inmate between the Jail and any other location for off-site services as contemplated herein. Security for federal prisoners may be provided by the United States Marshall.

7.3 Fraternization with Inmates ConMed will provide training for its medical staff and its personnel that fraternization between such individuals and inmates is prohibited.

Article VIII: Office Space and Equipment.

8.1 Office Space and Support The County agrees to provide ConMed with office space, examination rooms, and utilities, except for long-distance phone services (which will be credit card or billed to ConMed) to enable ConMed to perform its obligations and duties under the Agreement. ConMed shall be responsible for special line charges relating to facsimile equipment.

8.2 Delivery of Possession County will deliver to ConMed on the date of commencement of this Agreement possession and control of all office equipment and supplies then in place at the Jail's health care facilities that is County's property. All medical equipment maintenance is the responsibility of ConMed.

8.3 Supplies ConMed warrants and represents that the quality and quantity of supplies on hand during this Agreement will be sufficient to enable ConMed to properly perform

its obligations hereunder. All unused supplies purchased for use in the County Jail will be transferred, at no additional cost, to the County at the expiration or early termination of this Agreement.

8.4 General Maintenance Services. County will provide for each Inmate receiving health care services no less than the full range of non-medical services and facilities provided by County for other Inmates at the Jail including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

Article IX: Term and Termination of Agreement.

9.1 Contract Term. This Agreement will be effective for an initial term of twenty one (21) months commencing as of 12:01 A.M. on January 1, 2012 and expiring at midnight on September 30, 2013. ConMed and County may mutually agree to renew this Agreement on the same terms and conditions for periods of one (1) year each. Each renewal is to be executed in the form of an Amendment to the Agreement extending the contract period. The County must exercise an option to renew not earlier than ninety (90) days before expiration of the contract or renewal period and not later than thirty (30) days prior to the end of the contract or renewal period. ConMed will automatically renew the Agreement (subject to Section 9.2 (e) and Section 10.2 hereof) unless ConMed provides notice of non-renewal to Galveston County at least 180 days prior to the expiration of the contract or renewal period. Any renewal may not cover more than one year, and the total period of this Agreement, including the primary term and all renewals, may not exceed a maximum combined period of four years and nine months.

9.2 Termination. Notwithstanding the provisions of Section 9.1 hereof, this Agreement may be sooner terminated on the first to occur of the following:

- (a) Termination by Agreement. In the event County and ConMed mutually agree in writing, this Agreement may be terminated on terms and dates stipulated therein.
- (b) Termination for Default. In the event either party shall give notice to the other that such other party has materially defaulted in the performance of any of its obligations hereunder and such default shall not have been cured within thirty (30) days following the giving of such notice, the party giving notice shall have the right immediately to terminate this Agreement.
- (c) Termination by ConMed for Special Situations. ConMed may terminate this Agreement immediately upon the occurrence of any of the following:

- (1) Failure of the governing body of County to authorize or appropriate funds sufficient for County to meet its obligations hereunder,
 - (2) Disavowal or repudiation of this contract by any authorized agent of County;
 - (3) Insolvency, bankruptcy, or receivership of County,
- (d) Termination by County for Special Situations. County may terminate this Agreement immediately upon occurrence of any of the following.
- (1) Failure of Appropriation. This contract is subject to the appropriation of funds by the Commissioners' Court for the current or any upcoming fiscal year. Nothing in this contract may be deemed to be binding on a future Commissioners' Court. The failure of the Commissioners' Court to appropriate monies for the County's obligations under this contract will automatically result in the termination of the contract.
 - (2) Acceptance of Gratuity. The County may terminate this contract if, after notice and hearing by the Galveston County Commissioners' Court, it is determined that a gratuity, in the form of entertainment, a gift, or otherwise, was offered or given by ConMed, or any agent or representative of ConMed, to any officer or employee of County with the intent to: (i) secure a contract, or (ii) secure favorable treatment in awarding or amending a contract or in making a determination regarding the performance of a contract. The County must give written notice to ConMed of the termination. The existence of the facts upon which Commissioners' Court makes its findings may be reviewed in any court of competent jurisdiction in Galveston County. If this contract is terminated under this Section, the County is entitled to: (i) pursue the same remedies against ConMed as it can pursue in the event of breach by ConMed, and (ii) collect exemplary damages in an amount as determined by Commissioners' Court which is not less than three nor more than ten times the amount of the gratuity offered or given to any County officer or employee. The rights and remedies of County provided in

this Section are not exclusive and are in addition to any other rights and remedies provided by law.

- (e) Termination by County for Convenience. County may terminate this Agreement without cause or for convenience by giving ConMed at least one hundred twenty (120) days prior written notice
- (f) Termination by ConMed for Convenience. ConMed may terminate this Agreement without cause or for convenience by giving the County at least two hundred seventy (270) days prior written notice.

9 3 Responsibility for Inmate Health Care Upon expiration or termination of this Agreement, responsibility for providing health care services to all Inmates, including Inmates receiving health care services at facilities off site will no longer be the responsibility of ConMed.

9 4 Dispute Resolution The parties agree to meet on a regularly scheduled basis but in no event less than once a month. The Sheriff's Office shall approve scheduled meeting dates, but such approval shall not be unreasonably withheld. Any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof that cannot be resolved short of litigation will be submitted to non-binding mediation to be held in Galveston County, Texas. The cost of the mediation will be shared equally by the parties. Compliance with this Article will be a mandatory prerequisite to the institution of litigation by either party.

Article X: Compensation.

10 1 Base Compensation County will pay ConMed the sum of Five Million, Seven Hundred Sixty Three Thousand, Five Hundred Sixty Two Dollars and No Cents (\$5,763,562.00) for the first twenty-one (21) months of this Agreement, payable in twenty one equal monthly installments of Two Hundred Seventy Four Thousand Four Hundred Fifty Five and Thirty Three Cents each (\$274,455.33). In addition, for the mental health services rendered by ConMed, County will notify Gulf Coast Center that Gulf Coast Center is to pay ConMed the sum of Two Hundred Ninety Seven, Five Hundred and no/100th Dollars (\$297,500.00) for the first twenty one months of this Agreement, payable in twelve equal monthly installments of Fourteen Thousand, One Hundred Sixty Seven and 67/100th Dollars (\$14,167.67)

These combined sums are for the management and provision of all on-site and off-site, (subject to the total annual aggregate cap, as defined in Section 1.5), medical, dental and mental health (excluding hospitalization relating to psychiatric care) care for the inmates of the Galveston County Jail and for the coordination by ConMed's physicians of all hospital care for psychiatric services with Galveston County's mental health care provider. It also includes, likewise subject to the provisions of Section 1.5, all pharmaceuticals, including mental health

medications as described in 1.12 and 1.14 of this Agreement, and medical supplies and any other costs involved in the provision of health care according to the terms of this Agreement and the exhibits from the proposal attached hereto

ConMed will bill County (15) fifteen days before the first day of the month of service and County will remit payment to ConMed in accordance with the provisions of the Texas Prompt Payment Act (Texas Government Code Chapter 2251). In the event this Agreement should terminate on a date other than the end of the calendar month, compensation to ConMed will be pro-rated accordingly for the shortened month.

10.2 CPI Escalator After the initial twenty one months of the Agreement and for each subsequent one year renewal, the compensation to be paid ConMed will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region but, in no event will the increase in compensation exceed a total of Two and One Half percent (2.5%) at the time of each renewal. The CPI escalator applied to the compensation under the Agreement will also be applied to the compensation for mental health services to be funded by the Gulf Coast Center. In the event the Gulf Coast Center cannot fund the applicable CPI, this Agreement will increase by the annual CPI for services under this Agreement as well as the Gulf Coast Center Agreement.

10.3 Changes in Inmate Population During the first twenty one months, a per diem will be applied in the event of an increase in the Inmate (as defined in Article 1.1) population of 1,060 during any calendar month. If the average daily population increases beyond 1,060 during any calendar month during the first twelve months, a per diem of One Dollar Seventy One Cents (\$1.73) will be charged for each inmate beyond the 1,060 up to 1,200. After the initial twenty one months of the Agreement and for each subsequent one year renewal, the per diem rate charged for each inmate beyond the 1,060 up to 1,200 during any calendar month, will be adjusted annually by an amount equal to the change in the medical care component of the Consumer Price Index for all Urban Consumers for the Southern Region not to exceed two and one half percent (2.5%).

Should the population exceed 1,200 inmates during any contract year, ConMed reserves the right to negotiate with Galveston County for additional staff as agreed to by both parties and the subsequent compensation for the additional staff.

The average daily population is defined by adding the inmate counts each day for every day in the month and dividing by the number of days in that month. The inmate count will include all inmates for which ConMed is responsible for providing medical, dental or mental health services under the contract regardless of the length of incarceration or physical location of the inmates at the time of the daily count. The inmate count will be performed by County in a manner consistently applied over the life of the Agreement.

10.4 Billing for Federal Prisoners ConMed will coordinate the off-site care of Harris County inmates and federal prisoners housed at the Galveston County Jail as it does for

other Galveston County Jail inmates. However, the federal government will be direct billed by the provider for any federal inmate's off-site care, including specialty care and/or hospitalization. Should for any reason, any money be collected by ConMed due to the payment by the federal government, ConMed shall refund those monies to the County on a quarterly basis.

10.5 Harris County Inmates. Harris County inmates are those who have been transferred from the Harris County Jail to the Galveston County Jail pursuant to a potential agreement between the two counties. The County will ensure that appropriate processes are in place that allow clear delineation and tracking of Harris County inmates from the Galveston County inmate population. Harris County inmates will be provided the same medical services and treatment as are provided by ConMed to Galveston County inmates.

10.6 County Indigent Health Care Program. In the event the County implements an Indigent Health Care Program in which the cost is covered by another entity, the parties will meet and, in good faith, renegotiate the reduction in compensation to be paid by the County to ConMed under this Agreement. If the parties fail to reach an agreement regarding the reduction in compensation or service requirement changes within thirty (30) days, then this Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Alternatively, ConMed may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

Article XI: Liability and Risk Management/Performance Guaranty.

11.1 Insurance. ConMed shall at its own expense be required to carry the following minimum insurance coverages:

- (a) General liability coverage of one (\$1) million combined single limit per occurrence and three (\$3) million per aggregate.
- (b) Professional liability of one (\$1) million per occurrence and three (\$3) million per aggregate.
- (c) Automobile liability insurance shall be written to cover any automobile used by ConMed, its employees and Independent Contractors. Limits of liability for bodily injury and property damage shall be no less than two (\$2) million per occurrence as a combined single limit.
- (d) Independent Contractor. ConMed is to require that each and every licensed Independent Contractor hired in connection with this contract maintain Professional Liability Insurance of \$1 million per occurrence and \$3 million per aggregate. It is ConMed's responsibility to require that proof of this coverage is maintained.

and on file in the medical unit of the Jail for each and every licensed professional hired. The County reserves the right to review these files without prior notice

- (e) Worker's compensation ConMed will be required to supply the County with proof of Worker's Compensation insurance or Independent Contractors exemption covering ConMed while performing work for the County.
- (f) Insurance is to be placed with insurers having a Best rating of no less than A-. The County of Galveston shall be named as additional insured on all policies with the exception of Professional Liability and Worker's Compensation ConMed shall furnish the County with certificates of insurance affecting coverage required by these insurance clauses no later than the date of execution of this contract The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf ConMed shall be required to maintain annual renewals for the term of this contract
- (g) ConMed shall notify the County immediately upon any changes in the status of its insurance policies All policies must waive any and all rights to subrogation against the County, its officials, employees and agents. ConMed shall use any proceeds under any policy of insurance to first satisfy any obligations which may arise under indemnification
- (h) The insurance required in sections (a) (b) and (d) above shall be either (i) on an occurrence basis or (ii) on a claims made basis. If the coverage is on a claims made basis, ConMed will be required to purchase, at the termination of the Agreement, tail coverage for the County for the period of County's relationship with ConMed Such coverage shall be in the amounts set forth in (a) (b) and (d) above

11.2 Indemnification. ConMed agrees to assume all risk and responsibility for, and agrees to indemnify, defend, and save harmless, the County of Galveston, its elected and appointed officials and department heads, employees and agents from and against all claims, demands, suits, actions, recoveries, judgments, and costs and expenses (including reasonable attorney's fees) in connection therewith on account of the loss of life, property or injury or damage to the person, which shall arise from or result directly or indirectly from the work or materials supplied under this Agreement, provided, however, that ConMed will not be responsible for any claim arising out of the County's or its employees, agents, or contractors: (i) preventing an inmate from receiving services ordered

by ConMed or its agents or contractors; (ii) failing to exercise good judgment in promptly presenting an inmate to ConMed for service; or (iii) own acts or omissions, including negligence or willful misconduct

County agrees to notify ConMed's Legal Department in writing within thirty (30) days after County has received notice of a claim presented by an inmate's attorney or service of a lawsuit filed against Galveston County by any inmate pertaining to the rendition of medical services or failure to render medical services to an inmate in the Galveston County Jail. . ConMed's indemnification and defense obligations hereunder will not apply for expenses incurred or settlements offered or effected, prior to notice to ConMed. In the event ConMed provides indemnification as set forth above ConMed shall have the right to control the defense and/or settlement of the claim.

11.3 Changes in Scope Notwithstanding anything herein to the contrary, if

(i) any applicable law, statute, rule, regulation, standard, court order or decree, or any policy, practice, or procedure of any applicable governmental unit, agency or office (including but not limited to the federal, state or local courts, legislative bodies, and agencies, including the County or its respective officers or agents) is adopted, implemented, amended or changed, or if

(ii) any standard of care or treatment protocol changes or evolves in any material respect, or if any new medication or therapy is introduced to treat any illness, disease or condition,

and if any such change in scope as described in (i) or (ii) materially affects the cost to ConMed of providing health care services or impacts the scope of services or staffing hereunder, ConMed and the County agree to meet to negotiate compensation or service requirement changes. The parties agree to meet and negotiate in good faith within thirty (30) days following the giving of notice by one party to the other party of a requested change (whether such change is anticipated or implemented). If the parties fail to reach agreement regarding compensation or service requirement changes within the foregoing thirty (30) day period, then this Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Alternatively, ConMed may give notice of its intention not to renew this Agreement as set forth in Article 9.1 of this Agreement.

11.4 Performance Guaranty Simultaneous with the execution of this Agreement ConMed will file with the County a performance guaranty in the amount equal to twenty (20%) percent of the first year's program costs. The performance guaranty shall be effective for the entire term of the Agreement, including renewals. The performance guaranty may be in the form of a performance bond from a surety company authorized to do business in the State of Texas, a certified or cashier's check, or an irrevocable letter of credit, approved by and made payable to the County.

Article XII: Miscellaneous.

12.1 Independent Contractor Status. The parties expressly acknowledge that ConMed is an "Independent Contractor". Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing County to exercise control or direction over the manner or method by which ConMed or its subcontractors perform hereunder

12.2 Delegation This Agreement may be delegated by ConMed to another corporation. But, ConMed shall not delegate this Agreement, in whole or in part, to any other corporation without the express prior written consent of the County. Such consent, if granted, shall not relieve ConMed of any of its responsibilities under the Agreement. County and ConMed each binds itself, its successors, assigns and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein

12.3 Notice All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, transmitted by facsimile, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing to the parties

(a) County:

With a second copy to.

Hon Mark Henry
County Judge
County Courthouse, 2nd Floor
722 Moody
Galveston, TX 77550

Harvey Bazaman
Director
County Legal Department
County Courthouse, 5th floor
722 Moody
Galveston, TX 77550
Fax (409) 770-5560
Email Harvey Bazaman
@co galveston tx us

With a third copy to

With a fourth copy to

Harlan "Mark" Guidry, M D , M P H.
Executive Director
Galveston County Public Health
District
9850 Emmett F Lowry Expressway
Texas City, Texas 77590
Fax (409) 938-2243

Rufus Crowder, CPPB
County Purchasing Agent
Galveston County Purchasing
P.O. Box 1418
Galveston, TX 77553
Fax (409) 770-5396

(b) ConMed

Richard W Turner, P H.D
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
Fax (410) 712-4760

with a copy to

Larry F. Doll
7250 Parkway Drive, Suite 400
Hanover, Maryland 21076
Fax (410) 712-4760

12.4 Governing Law This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, and venue shall lie in Galveston County, Texas

12.5 Entire Agreement This Agreement constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

12.6 Waiver of Breach The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof

12.7 Enforcement In the event either party incurs legal expenses or costs to enforce the terms of this Agreement through litigation, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees

12.8 Force Majeure. ComMed or the County shall not be deemed in violation of this Agreement if either are prevented from performing any of their obligations hereunder for any reason beyond their control, including, without limitation, inmate disturbances, acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, hurricanes, earthquakes, floods, failure of transportation, or any similar cause beyond the reasonable control of either party

12.9 Severability In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the

Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

12 10 Mergers, Acquisitions If there is a direct merger or acquisition of ConMed by another firm, the following documents must be submitted to the County

- (1) Corporate resolutions prepared by the awarded service provider and new entity ratifying acceptance of the original contract, terms, conditions and prices
- (2) ConMed's (or new entity) Federal Identification Number (FEIN)

12.11 General Certification ConMed certifies that it (i) is a duly qualified, capable, and otherwise bondable business entity; (ii) is not in receivership and does not contemplate going into receivership; (iii) has not filed for bankruptcy; and (iv) is not currently delinquent with respect to payment of property taxes within County

12 12 Warranty Against Contingent Fees. ConMed warrants that it has not employed or retained a person or selling agency to solicit or secure this Agreement with an agreement or understanding for a commission, percentage, brokerage, or contingent fee. This warranty does not apply to a bona fide employee or established commercial selling agency maintained by ConMed for the purpose of securing business. If this warranty is breached, County may (i) terminate this Agreement without liability, or (ii) deduct from the contract price for consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee

12 13 Benefit This Agreement is intended to inure only to the benefit of ConMed and County. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties

12 14 Meaning of Words Except as provided otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art

12 15 Tense, Number and Gender. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include the other gender

12 16 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this contract

12.17 Taxes. Galveston County, Texas is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax exempt certificate will be furnished upon request.

12.18 Sovereign Immunity. Each party specifically reserves any claim that it may have to sovereign, qualified or official immunity as a defense to any action arising in conjunction with this contract.

12.19 Applicable Laws. County contracts are subject to all legal requirements provided by county, state, or federal statutes, rules and regulations.

12.20 Opinion of Counsel. This Agreement is contingent upon issuance of approval by counsel for County substantially in form and content as set forth below.

12.21 Authority. Each party represents and warrants for itself that the individual executing this Agreement on its behalf has full power and authority to do so, and this Agreement constitutes the legal, valid, and binding Agreement of each such party.

In Witness Whereof, the parties have set their hands and seals hereto as of the day and year first above written.

The Rest of This Page has Intentionally Been Left Blank

ConMed Healthcare Management, Inc.

**By: Richard W. Turner, P.H.D.
Chairman and Chief Executive Officer**

Date: _____

County of Galveston

**By: _____
Mark Henry
County Judge**

Date: _____

**Attest: _____
Dwight D. Sullivan
County Clerk**

Approved as to Form:

**_____
Harvey Bazaman, Director
Galveston County Legal Department**

Depts\purch\Jail Inmate Contract 2011 Draft One

CONMED SERVICES HEALTHCARE SERVICES REPORT

Facility Name: _____

Report Date: _____

Statistics Reported for _____ (month) _____ (year)

CLINICAL ENCOUNTERS		Psychiatrist	Psychologist	MSW	Social Worker	MD	MdLvl	Nurses	Totals
1	Sick Call Encounters-Inmate Generated								
2	Sick Call Encounters-Staff Generated								
3	Segregation Encounters-Inmate Generated								
4	Segregation Encounters-Staff Generated								
5	Receiving Screenings								
6	Transfer Screenings								
7	Intake Screenings								
8	Routine Health Physicals								
9	Chronic Care								
10	Prelock up Encounters								
11	Total Clinical Encounters								
CHRONIC CARE STATISTICS									
1									
2	Endocrine (diabetes, thyroid disorders, endocrine abnormalities)								
1									
3	Cardiovascular (hypertension, cardiac disease)								
1									
4	Pulmonary (asthma, COPD)								
1									
5	Neurology (seizures)								
1									
6	Infectious Diseases (TB, HIV, etc)								
1									
7	General Medicine/Special Needs								
1									
8	Hepatitis C Chronic Care Clinic								
1									
9	Total chronic care encounters								
ON-SITE SPECIALTY CARE									Completed
2									
0	Total On-site Specialty Care								
PREGNANCY STATISTICS									
2									
1	Number of pregnant patients admitted during the month								
2									
2	Number of pregnant patients on-site at the end of the month								
2									
3	Number of pregnant patients discharged during the month								
2									
4	Number of deliveries for the month								
OFF-SITE SPECIALTY CARE									Completed
2									
5	Total Off-site Specialty Care								

INFIRMARY STATISTICS		
2		
6	Number of beds that the unit is licensed for	
2		
7	Number of Observation Days	
2		
8	Number of patient placed in an "Observation Bed" during the month	
2		
9	Number of patients admitted into an infirmary bed during the month	
3		
0	Total number of infirmary days for those patients noted on line 28 & 29	
COMMUNITY HOSPITAL STATISTICS:		
3		
1	Number of emergency room visits during the reporting month	
3		
2	Number of community hospital admissions during the reporting month	
3		
3	Total number of hospital days for those patients reported in line 32	

DENTAL STATISTICS		Completed	Pending Services	
			Less	Plus
34	Total examinations at this site			
35	Total X-rays			
36	Total Extractions			
37	Total Fillings			
38	Total Cleanings			
39	Total Dentures Deliveries			
40	Total Services at this site			
LAB SERVICES				
41	Number of Lab Studies performed On-site			
42	Number of Lab Studies sent to Off-site lab			
X-RAY SERVICES:				
43	Number of Radiology Studies performed at this site			
44	Number of Radiology Studies sent to a non-ADC facility			
PHARMACY STATISTICS:				
45	Number of patients on non-psychotropic medications			
46	Percentage of population on non-psychotropic medications			
47	Number of patients on psychotropic medications			
48	Percentage of population on psychotropic medications			
HEAT RELATED ILLNESS STATISTICS				
4				
9	Heat cramps			
5				
0	Exhaustion			
5				
1	Strokes			
5	Other heat related injuries (headaches, sunburns, heat rashes or other heat related conditions not listed in line 45, 46 or 47)			
2				
5				
3	Total heat related injuries			

ALTERCATIONS		
54	Inmate vs Inmate	
55	Inmate on staff - Body fluids	
56	Inmate on Staff - With weapon	
57	Inmate on Staff - Without weapon (excludes body fluids)	
MORTALITIES		
58	Number of Deaths this month	
59	Number of Deaths this year	
HEPATITIS		
60	Number interviewed for high risk Hepatitis C factors	
61	Number given education in prevention of Hepatitis C	
62	Number of Hep C screening labs performed	
63	Number of positive Hepatitis C lab results	
64	Number of HCV EIA tests performed	
65	Number of tests for Hep C viral RNA performed	
66	Number of new cases enrolled in CCC for Hep. C	
67	Number of newly diagnosed Hepatitis A	
68	Number of newly diagnosed Hepatitis B	
69	Number of newly diagnosed Hepatitis C	
70	TOTAL number of inmates in Hepatitis C Chronic Care	
71	Number of inmates receiving Interferon therapy	
72	Number of liver biopsies	

Position	Shift	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Week Total	FTE
Medical Director	Day		8		8		8		24	0.60
Mid-level Provider (PA/NP)	Day		8	8	8	8	8		40	1.00
OB/GYN					2				2	0.05
Health Services Administrator (RN)	Day		8	8	8	8	8		40	1.00
Administrative Assistant	Day		8	8	8	8	8		40	1.00
Medical Records Clerk	Day		8	8	8	8	8		40	1.00
Director of Nursing (RN)	Day		8	8	8	8	8		40	1.00
RN	Day	12						12	24	0.60
RN- Chronic Care	Day		8	8	8	8	8		40	1.00
LVN- Infection Control	Day		8	8	8	8	8		40	1.00
LVN	Day		8	8	8	8	8		40	1.00
LVN	Day		8	8	8	8	8		40	1.00
LVN	Day		8	8	8	8	8		40	1.00
LVN	Day	8						8	16	0.40
LVN	Day	8						8	16	0.40
LVN	Eve		8	8	8	8	8		40	1.00
LVN	Eve		8	8	8	8	8		40	1.00
LVN	Eve	8						8	16	0.40
LVN	Eve	8						8	16	0.40
LVN	Night		8	8	8	8	8		40	1.00
LVN	Night	8						8	16	0.40
Medication Aide	Day		8	8	8	8	8		40	1.00
Medication Aide	Day	8						8	16	0.40
Medication Aide	Eve		8	8	8	8	8		40	1.00
Medication Aide	Eve	8						8	16	0.40
Medication Aide	Night		8	8	8	8	8		40	1.00
Medication Aide	Night	8						8	16	0.40
Paramedic	Day		8	8	8	8	8		40	1.00
Paramedic	Day	8						8	16	0.40
Paramedic	Eve		8	8	8	8	8		40	1.00
Paramedic	Eve	8						8	16	0.40
Paramedic	Night		8	8	8	8	8		40	1.00
Paramedic	Night	8						8	16	0.40
Paramedic- ADDED	Night	4	4	4	4	4	8	8	36	0.90
Dentist	Day			8			8		16	0.40
Dental Assistant	Day			8			8		16	0.40
Psychiatrist	Day		4	4	4	4			16	0.40
Mental Health Professional (MHP)	Day		8	8	8	8	8		40	1.00
Mental Health Professional (MHP)	Day		8	8	8	8	8		40	1.00
Total Hours		104	192	200	194	184	208	108	1190	29.75

AGENDA

ITEM

#13

**ELECTRONIC RECORDING
MEMORANDUM OF UNDERSTANDING**

A This **MEMORANDUM OF UNDERSTANDING (MOU)**, dated Dec. 15, 2011 is between Galveston County, Texas with offices at 600 59th Street, Suite 2001, Galveston Texas 77551 (**COUNTY**), Manatron, Inc (**"ELECTRONIC RECORDING PROVIDER"**), and e Recording Partners Network ("COMPANY") with offices at 400 2nd Ave South Minneapolis MN 55401

- 1 Galveston County desires to offer the recording of real property documents by electronic means by providing for the receiving and transmitting of documents electronically in substitution for conventional paper documents and to assure that transactions are legally valid or enforceable, to the mutual benefit of the parties of the transactions
- 2 For purposes of this Memorandum of Understanding, *Electronic Recording* is defined to be the electronically based submitting of documents for recording in the Official Public Records of Galveston County in compliance with all applicable laws and regulations from **COMPANY** to **COUNTY** and electronically based receipt information of recording from **COUNTY** to **COMPANY** based on the level of automation and structure of the transaction. It is characterized by four different levels of automation and structure as follows

Level 1: Submitting organizations transmit scanned image copies of ink signed documents to the county. The **COUNTY** completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2: Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the **COUNTY**. The **COUNTY** performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Level 3: Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The **COUNTY** performs an electronic examination of the electronic documents and indexing information then completes the recording

process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

Level 4: Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the **COUNTY** and returned in Smart document format to the submitting organization.

B. Program Eligibility

- 1 Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities may, directly or through a trusted third party provider, submit real property records for Electronic Recording. Electronic Recording mandates a close working relationship as well as mutual trust between the **COUNTY**, **COMPANY**, and **ELECTRONIC RECORDING PROVIDER**. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This MOU outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship.
- 2 Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.
- 3 There will be no added fees or costs of any kind charged by the **COUNTY** for Electronic Recording. **COMPANY** will be required to meet **COUNTY** requirements in order to record electronically. 13 Tex. Admin. Code §7.142(h)(1) (Texas State Library and Archives Comm., Local Records, Electronic Recording and Filing).

C. County Requirements

- 1 The Electronic Recording Program of Galveston County is defined by the requirements attached to this MOU.
- 2 *Attachment A* defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by **COUNTY**. **COMPANY** agrees to provide the transmission to the **COUNTY** following the specifications outlined. **COMPANY** understands that the specifications may change from time to time. In the event changes to the specification are required, the **COUNTY** will provide a written notice to the **COMPANY** within a reasonable time frame.

- 3 **Attachment B** contains the document and indexing specifications for the Electronic Recording program. For each document, the specific document code required by the **COUNTY** is provided along with the required indexing information. Any **COUNTY** specific editing rules will also be described in this attachment.
- 4 **Attachment C** contains the processing schedules and hours of operation for the Electronic Recording Program. No party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of Nature or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions). If the **COUNTY** system causes delays, or power failures interfere with the normal course of business, the **COUNTY** will notify the affected **COMPANY** by any method of the **COUNTY**'s choice. Such notification may not occur until after problem is resolved.
- 5 **Attachment D** provides the payment options and procedures for the Electronic Recording program.

D. County Responsibilities

- 1 **COUNTY** shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording.
- 2 **COUNTY** shall work with **ELECTRONIC RECORDING PROVIDER** and **COMPANY** to install, configure, and administer necessary infrastructure components to facilitate Electronic Recording.
- 3 **COUNTY** shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. **COUNTY**, however, shall be held harmless and is not liable for any damages resulting from software or equipment failure. Furthermore, either the **COUNTY** or **COMPANY** may suspend this agreement at any time with no notice because of lack of work force, declaration of local, state, or national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of suspension and the reason therefore.
- 4 **COUNTY** shall institute security to authenticate verbal communications.
- 5 **COUNTY** shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

E. Electronic Recording Provider Responsibilities

- 1 **ELECTRONIC RECORDING PROVIDER** is responsible for providing, supporting and maintaining Electronic Recording Software and internal Recording Software to **COUNTY**
- 2 **ELECTRONIC RECORDING PROVIDER** shall ensure that Electronic Recording Software is secure and that once documents are received, that they remain immutable until such time as they are recorded Limited to software executable and not the network environment provided by the **COUNTY**
- 3 **ELECTRONIC RECORDING PROVIDER** shall work with **COMPANY**, and **COUNTY** to resolve issues encountered in the Electronic Recording process that are within the scope of the **ELECTRONIC RECORDING PROVIDER's** software
- 4 **ELECTRONIC RECORDING PROVIDER**, through the Electronic Recording software, shall maintain an audit trail of documents and dates and times received, ID received from, receipts to **COMPANY** received, receipts transmitted, and any errors encountered

F. Company Responsibilities

- 1 **COMPANY** shall work to insure that all security measures and credentials implemented are protected **COMPANY** assumes all responsibility for documents submitted through unique credentials provided to **COMPANY** for the purposes of engaging in Electronic Recording
- 2 **COMPANY** shall request its customers to be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission, for errors, omissions, scanning defects, illegible areas, and other deformities that would impact the validity of the document
- 3 **COMPANY** acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the documents or records shall be considered as the "original" records of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures
- 4 **COMPANY** agrees to disclose its customers the amount of County fees charged by the **COUNTY**
- 5 By use of electronic or digital certificates to sign documents, **COMPANY** agrees to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed

- 6 By use of electronic or digital certificates to sign documents, **COMPANY** agrees to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document
- 7 By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, **COMPANY** shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files "Users" is defined as the employees of **COMPANY**
- 8 The **COMPANY** shall inform its customers that the customers are responsible for the accuracy and completeness of submitted documents
- 9 **COMPANY** is responsible for receiving receipt of documents recorded by **COUNTY** insuring that the source of the receipt is known to be the **COUNTY** **COMPANY** is responsible for forwarding these documents to **COUNTY** insuring that the source of the documents is known to be from the **COMPANY** who has been authenticated and that the documents to be recorded pass from **COMPANY** to **COUNTY** without modification
- 10 **COMPANY** must maintain an audit trail of documents submitted for recording and any other activities related to such recordation under the MOU available to **COUNTY** and/or **ELECTRONIC RECORDING PROVIDER**, at their request, to resolve issues or investigate potential fraudulent activity The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from **COMPANY**, submitted content at point of delivery to **COUNTY**, dates and times submitted, size, and checksum
- 11 **COMPANY** shall work, in good faith, with **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to resolve issues associated with the Electronic Recording process associated with the electronic submission of documents to the County
- 12 **COMPANY** shall provide end user support to its customers and work with both **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to resolve technical issues as it relates to the **COMPANY'S** customers
- 13 **COMPANY** is solely responsible for any and all costs of the system or services that enable **COMPANY** to meet the Electronic Recording Program requirements
- 14 **COMPANY** is responsible for coordinating all technical problems and issues through **COUNTY**

G. General Agreements

- 1 **COUNTY** will not incur any liability for the information electronically transmitted by the **COMPANY** to **COUNTY**. The parties further agree that the use of the Electronic Recording Program is not a use of tangible property as defined under Ch. 101 of the Texas Civil Practice and Remedies Code.
- 2 **COUNTY** will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.
- 3 Neither the **COUNTY**, nor **COMPANY** nor **ELECTRONIC RECORDING PROVIDER** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission, or error in the Electronic Recording transmission or receipt.
- 4 The **COMPANY**, **COUNTY** and **ELECTRONIC RECORDING PROVIDER** will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.
- 5 Term Unless terminated early by **COUNTY**, the term of this Agreement ("Term") shall be from the date of execution of the last party signing the agreement until January 31, 2014, with two (2), two (2) year options to renew if mutually agreed upon by both parties. In any event, the Agreement will expire January 31, 2018, if not otherwise previously expired or terminated.
- 6 Any party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination to the following representatives:

COUNTY Dwight D. Sullivan, County Clerk, 600 59th Street Suite 2001,
Second Floor, Galveston, Texas 77551-4180

ELECTRONIC RECORDING PROVIDER _____

COMPANY

Jerry Lawallen President

400 2nd Ave South Minneapolis, MN 55401

- 7 The **COUNTY**, **ELECTRONIC RECORDING PROVIDER** and **COMPANY** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the **COUNTY** and **COMPANY**

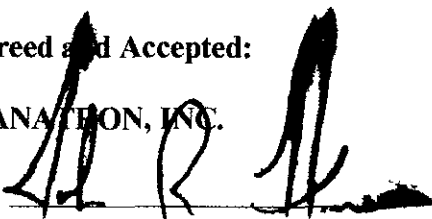
will meet once at 30 days and again at 120 days to discuss changes and additions to this Memorandum of Understanding

- 8 Governing Law and Venue This MOU and any claim, controversy or dispute arising under or related to the agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law principals Further, the parties agree that if suit is filed construing rights or duties under this MOU, venue shall lie in Galveston County, Texas
- 9 Agreement of the County Clerk The Hon Dwight D Sullivan, County Clerk of Galveston County, also executes this MOU to evidence his agreement to its terms and conditions

Agreed and Accepted:

MANATHON, INC.

By

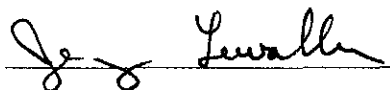


Title V.P. of Risk Management

Date 1/31/12

COMPANY: eRecording Partners Network

By



Title President

Date 12/12/2011

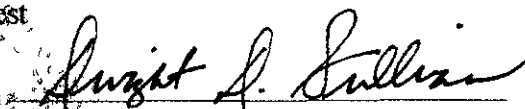
GALVESTON COUNTY


Mark Henry, County Judge

Date December 15, 2011

Attest

By



DWIGHT D. SULLIVAN
County Clerk

Attachment A

Technical Specifications:

Format of the transmitted File

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format. The **COMPANY** can work with the **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to provide additional fields (extensions) to the current PRIA standard.

Communications and Protocol

TCP/IP, HTTP and HTTPS

Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed. User passwords will be changed on a quarterly basis by the **COUNTY**.

Returned File Format

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

Levels of Electronic Recording Supported

Level 1

Level 2

Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates **will not** be used at this time. However, **COUNTY** reserves the right to modify this at a later date with **COMPANY**. **COMPANY** acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with **COUNTY** to accommodate their use.

Imaging Standards

Documents will be scanned at 300 dpi

Documents will be scanned in portrait mode

Document images will be captured as multi-page Group IV TIFF images

Scanned documents will be legible. "Legible" means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Document font size must meet *PRIA* minimum standards

Margins will consist of a minimum of a ½- inch margin on the top, bottom and sides of each page. **ELECTRONIC RECORDING PROVIDER** will automatically add a blank page to the last page of a Recording Instrument submitted to the **COMPANY** for the file stamp **NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.**

Attachment B

Documents and Indexing Specifications:

Documents shall be accepted for filing according to the provisions of Texas State Law and *PRIA* standards (For more information on *PRIA* standards go to <http://www.pria.us> or contact the **COUNTY**)

Eligible Document Types

Please refer to **Exhibit "A"** for a complete list of Document Types

COUNTY specific Document Type Coding

It is the **COUNTY**'s intention to not reject documents based on "incorrect" or non-County specific document types. The **COUNTY** will correct the document type as part of the acceptance process.

Indexing Fields for each Document Type

All documents submitted will require the minimum applicable fields

Grantor(s)

Grantee(s)

Document Type

Number of Pages

Recording Fee

Related Reference Number - original document number in the case of releases, assignment, amendments, etc

Legal Description of Property

Subdivision Name (if in a subdivision)

Returnee's Name (Submitter's Name)

Grantee's legal mailing address, which includes the street or post office box, city, state and zip code, must be clearly identified on any transfer deed or property conveyance according to §11.003, Texas Property Code

Specific Editing Requirements for each Document

Business names will be entered into the "LAST NAME" field

Business names should be indexed as they appear on the document, excluding punctuation with the exception of the symbol "&" and "com" and apostrophe ("")
Example

Paradise Island,Inc

= Paradise Island Inc
Not Paradise Island,Inc

Eligible Document Batches

Document batches will be submitted by escrow account number. In no event will electronic document batches exceed twenty-five (25) documents in any batch.

Attachment C

Hours of Operation:

Documents may be submitted at any time during the week. Documents will only be processed on those days and hours that the **COUNTY** Recording Office is open to the public for business. Documents will not be processed on **COUNTY** holidays, weekends, office closures, etc. or in the event of network or equipment failure. **COUNTY** will attempt to notify **COMPANY** of any disruption in service.

Documents received prior to 4:00 p.m. Central Standard Time will be processed the same business day. Documents received after 4:00 p.m. Central Standard Time will be processed the next working day.

Turnaround Time Frame

Documents received prior to the times listed above will be processed (accepted or rejected) at those times.

Alternative Delivery Options

There are no other electronic delivery options at this time.

Return to Options

Submitted documents that are accepted for recording will be provided to the **COMPANY** in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to the **COMPANY** in electronic format after recordation is complete. This confirmation will include the document image and **COUNTY** indexing data. **COUNTY** reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the **COMPANY** in electronic format after rejection, along with a description of the reason(s) for rejection.

Initially, reasons for rejections will be tabulated and discussed at 30 days and 120 days with the **COMPANY**.

Service Help Contacts:

County Recording Contacts

Jason Nguyen
Chief Deputy
409/766-2390
Jason.Nguyen@co.galveston.tx.us

Company Business Contacts

Mae Ross
Office Manager
409/766-2205
Mae.Ross@co.galveston.tx.us

Rosalinda Agee
Front Counter Supervisor
409/766-2207
Rosalinda.Agee@co.galveston.tx.us

Company Technical Contacts

Robert Dickinson
Imaging System Administrator
409/770-5115
Robert.Dickinson@co.galveston.tx.us

County Electronic Recording Provider

Manatron, Inc
Customer Support Center
(866) 917-4354, option 2
rmsupport@manatron.com

Attachment D

Payment Options:

- 1 Payment will be made through an escrow account set up by **COMPANY** with the **COUNTY**
- 2 **COMPANY** is responsible to arrange and set up payment options between **COMPANY** and electronic recording submitters
- 3 **COMPANY** is responsible for maintaining adequate funds in the escrow account set up with the **COUNTY** to enable electronic recording
- 4 Other payment options may be made available at a later date

Account Procedures

- 1 Escrow account must be in place in advance of any electronic submissions
- 2 Upon execution of the MOU, the **COMPANY** will submit funds in an amount no less than \$100 00 for the initial deposit in the escrow account

Reporting and Reconciliation

- 1 Documents will not be accepted if adequate funds are not available in the escrow account
- 2 **COMPANY** will be responsible for submitting account identifier information with each document batch
- 3 **COMPANY** will be responsible for reconciling their records and escrow account balance
- 4 **COUNTY** will be responsible for maintaining and reconciling its receipts
- 5 **COMPANY** file number may be transmitted for **COMPANY** reconciliation purposes

Exception Handling

Any discrepancy in fees discovered by **COUNTY** after document acceptance will be corrected by **COUNTY** with five (5) business days of discovery of the error and **COMPANY** will be provided with a notification of the error

EXHIBIT "A"

DOCUMENT TYPES

<u>Document Code</u>	<u>Description</u>
A OF J	Abstract of Judgment
ABANDONMENT	Abandonment
ACCEPTANCE	Acceptance
ACKNOWLEDGE	Acknowledgement
ADDENDUM	Addendum
AFD APPL LN	Affidavit Application Loan
AFFIDAVIT	Affidavit
AGREEMENT	Agreement
AMENDMENT	Amendment
ANNEXATION	Annexation
APPSTEVEDOR	Application Stevedore Bond
APPOINTMENT	Appointment
APPDEP	Appointment of Deputy
APPROVAL	Approval
APPT OF TR	Appointment of Trustee
APPT SUB TR	Appointment of Substitute Trustee
ARTICLES	Articles
ASSIGNMENT	Assignment
AUTHORIZATN	Authorization
BANKRUPTCY	Bankruptcy
BILL OF SLE	Bill of Sale
BOND	Bond
BY-LAWS	By Laws
CANCEL	Cancellation
CC APPL	CC Application
CC DIVORCE	CC Divorce
CC JUDGMENT	CC Judgment
CC ORDER	CC Order
CC W&O	CC Will and Order
CC W&O CODL	CC Will and Order and Codicil
CC WILL	CC Will
CERTIFICATE	Certificate
CERTIF COPY	Certified Copy
CHLD SUP LN	Child Support Lien
CONDOMINIUM	Condominium

<u>Document Code</u>	<u>Description</u>
CIS	Conflict of Interest Official
CIQ	Conflict of Interest Questionnaire
CONSENT	Consent
CONT DEED	Contract for Deed
CONTRACT	Contract
CONVEYANCE	Conveyance
COVENANT	Covenant
DD214	DD-214
DECLARATION	Declaration
DEDICATION	Dedication
DEED	Deed
DEED OF TR	Deed of Trust
DESIGNATION	Designation
DISCLAIMER	Disclaimer
DISSOLUTION	Dissolution
EASEMENT	Easement
EARNEST CONT	Earnest Money Contract
EXTENSION	Extension
FED TAX LN	Federal Tax Lien
FED TAX LNRL	Federal Tax Lien Release
FIELD NOTE	Field Note
FIN STATMNT	Financing Statement
FUNERAL DRT	Funeral Director
GRNTY PAYMT	Guaranty Payment
HEIR AFFD	Heirship Affidavit
HMSTD AFFD	Homestead Affidavit
HOSPITAL LN	Hospital Lien
INDEMNITY	Indemnity
INDENTURE	Indenture
LEASE	Lease
LETTER	Letter
LICENSE	License
LIEN AFFD	Lien Affidavit
LIS PENDENS	Lis Pendens
MAP	Map
MASTER D/T	Master Deed of Trust
MEMORANDUM	Memorandum
MERGER	Merger
MINUTES	Minutes
MISCELLANEOUS	Miscellaneous

<u>Document Code</u>	<u>Description</u>
MOD AGREE	Modification Agreement
MORTGAGE	Mortgage
NOTE AGREE	Note Agreement
NOTICE	Notice
NOTESTR	Notice of Estray
NOTICE RECP	Notice Receipt
NOTICE/PUR	Notice Purchaser
O&G LEASE	Oil & Gas Lease
O&M LEASE	Oil & Mineral Lease
OATHOFC	Oath of Office
OFCLBOND	Officials Bond
OGM Lease	Oil Gas & Mineral Lease
OPTION	Option
OPTOMETRY	Optometry
ORDER	Order
ORDINANCE	Ordinance
OYSTER BED	Oyster Bed
PART REL	Partial Release
PATENT	Patent
PERMITS	Permits
PETITION	Petition
PILOTBND	Pilot Bond
POLYGRAPH	Polygraph
POOL AGREE	Pool Agreement
POW OF ATTY	Power of Attorney
PUBWGHBNB	Public Weigher Bond
WAREBOND	Public Warehouseman Bond
WARENEW	Public Warehouseman Renewal
RATIFICATN	Ratification
RE-ASSIGNMT	Re-Assignment
RE-INSTMENT	Re-Instatement Agreement
RECEIPT	Receipt
REDEMPTION	Redemption
REF OF OPT	Refusal of Option
RELEASE	Release
RELHSPLN	Release Hospital Lien
REMOVAL TR	Removal of Trustee
RESCISSION	Rescission
RESIGNATION	Resignation
RESOLUTION	Resolution
RESTRICTION	Restriction
REVOCATION	Revocation

Document Code

RIGHT OF WAY
SEC AGREE
SHRFFS DEED
ST TAX LIEN
STMTOFF
STEBOND
SUBOR AGREE
SURVEY
TERMINATION
TRANSFER
TRS DEED
TRUST AGREE
UCC-AMEND
UCC-ASSIGN
UCC-CONTIN
UCC-FIN STM
UCC-RELEASE
UCC-P/REL
UCC-TERMIN
UCC-TRANSF
VARIANCE
WAIVER
WASTE SITE
WITHDRAWN

Description

Right of Way
Security Agreement
Sheriffs Deed
State Tax Lien
Statement of Official
Stevedore Bond
Subordination Agreement
Survey
Termination
Transfer
Trustees Deed
Trust Agreement
UCC Amendment
UCC Assignment
UCC Continuation
UCC Financial Statement
UCC Release
UCC Partial Release
UCC Termination
UCC Transfer
Variance
Waiver
Waste Site
Withdrawn

**ELECTRONIC RECORDING
MEMORANDUM OF UNDERSTANDING**

A. This **MEMORANDUM OF UNDERSTANDING (MOU)**, dated Dec. 28, 2011 is between Galveston County, Texas with offices at 600 59th Street, Suite 2001, Galveston Texas 77551 (**COUNTY**), Manatron, Inc. (**"ELECTRONIC RECORDING PROVIDER"**), and Ingeo Systems Inc. (**"COMPANY"**) with offices at 1300 N 200 E., Logan UT 84341

- 1 Galveston County desires to offer the recording of real property documents by electronic means by providing for the receiving and transmitting of documents electronically in substitution for conventional paper documents and to assure that transactions are legally valid or enforceable, to the mutual benefit of the parties of the transactions.
2. For purposes of this Memorandum of Understanding, *Electronic Recording* is defined to be the electronically based submitting of documents for recording in the Official Public Records of Galveston County in compliance with all applicable laws and regulations from **COMPANY** to **COUNTY** and electronically based receipt information of recording from **COUNTY** to **COMPANY** based on the level of automation and structure of the transaction. It is characterized by four different levels of automation and structure as follows:

Level 1: Submitting organizations transmit scanned image copies of ink signed documents to the county. The **COUNTY** completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2: Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the **COUNTY**. The **COUNTY** performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Level 3: Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The **COUNTY** performs an electronic examination of the electronic documents and indexing information then completes the recording

process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the submitting organization

Level 4: Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the **COUNTY** and returned in Smart document format to the submitting organization.

B. Program Eligibility

- 1 Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities may, directly or through a trusted third party provider, submit real property records for Electronic Recording. Electronic Recording mandates a close working relationship as well as mutual trust between the **COUNTY**, **COMPANY**, and **ELECTRONIC RECORDING PROVIDER**. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This MOU outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship
2. Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.
- 3 There will be no added fees or costs of any kind charged by the **COUNTY** for Electronic Recording. **COMPANY** will be required to meet **COUNTY** requirements in order to record electronically 13 Tex. Admin. Code §7.142(h)(1) (Texas State Library and Archives Comm., Local Records, Electronic Recording and Filing)

C. County Requirements

1. The Electronic Recording Program of Galveston County is defined by the requirements attached to this MOU.
2. **Attachment A** defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by **COUNTY**. **COMPANY** agrees to provide the transmission to the **COUNTY** following the specifications outlined. **COMPANY** understands that the specifications may change from time to time. In the event changes to the specification are required, the **COUNTY** will provide a written notice to the **COMPANY** within a reasonable time frame

3. **Attachment B** contains the document and indexing specifications for the Electronic Recording program. For each document, the specific document code required by the **COUNTY** is provided along with the required indexing information. Any **COUNTY** specific editing rules will also be described in this attachment.
4. **Attachment C** contains the processing schedules and hours of operation for the Electronic Recording Program. No party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of Nature or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recoding transactions). If the **COUNTY** system causes delays, or power failures interfere with the normal course of business, the **COUNTY** will notify the affected **COMPANY** by any method of the **COUNTY's** choice. Such notification may not occur until after problem is resolved.
5. **Attachment D** provides the payment options and procedures for the Electronic Recording program.

D. County Responsibilities

1. **COUNTY** shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording.
2. **COUNTY** shall work with **ELECTRONIC RECORDING PROVIDER** and **COMPANY** to install, configure, and administer necessary infrastructure components to facilitate Electronic Recording.
3. **COUNTY** shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. **COUNTY**, however, shall be held harmless and is not liable for any damages resulting from software or equipment failure. Furthermore, either the **COUNTY** or **COMPANY** may suspend this agreement at any time with no notice because of lack of work force, declaration of local, state, or national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of suspension and the reason therefore.
4. **COUNTY** shall institute security to authenticate verbal communications.
5. **COUNTY** shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

E. Electronic Recording Provider Responsibilities

1. **ELECTRONIC RECORDING PROVIDER** is responsible for providing, supporting and maintaining Electronic Recording Software and internal Recording Software to **COUNTY**.
2. **ELECTRONIC RECORDING PROVIDER** shall ensure that Electronic Recording Software is secure and that once documents are received, that they remain immutable until such time as they are recorded. Limited to software executable and not the network environment provided by the **COUNTY**.
3. **ELECTRONIC RECORDING PROVIDER** shall work with **COMPANY**, and **COUNTY** to resolve issues encountered in the Electronic Recording process that are within the scope of the **ELECTRONIC RECORDING PROVIDER's** software
4. **ELECTRONIC RECORDING PROVIDER**, through the Electronic Recording software, shall maintain an audit trail of documents and dates and times received, ID received from, receipts to **COMPANY** received, receipts transmitted, and any errors encountered.

F. Company Responsibilities

1. **COMPANY** shall work to insure that all security measures and credentials implemented are protected. **COMPANY** assumes all responsibility for documents submitted through unique credentials provided to **COMPANY** for the purposes of engaging in Electronic Recording.
2. **COMPANY** shall request its customers to be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission, for errors, omissions, scanning defects, illegible areas, and other deformities that would impact the validity of the document.
3. **COMPANY** acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the documents or records shall be considered as the "original" records of the transaction in substitution for, and with the same intended effect as paper documents, and in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures.
4. **COMPANY** agrees to disclose to its customers the amount of County fees charged by the **COUNTY**.
5. By use of electronic or digital certificates to sign documents, **COMPANY** agrees to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed

6. By use of electronic or digital certificates to sign documents, **COMPANY** agrees to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document
7. By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, **COMPANY** shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files. "Users" is defined as the employees of **COMPANY**.
8. The **COMPANY** shall inform its customers that the customers are responsible for the accuracy and completeness of submitted documents.
9. **COMPANY** is responsible for receiving receipt of documents recorded by **COUNTY** insuring that the source of the receipt is known to be the **COUNTY**. **COMPANY** is responsible for forwarding these documents to **COUNTY** insuring that the source of the documents is known to be from the **COMPANY** who has been authenticated and that the documents to be recorded pass from **COMPANY** to **COUNTY** without modification.
- 10 **COMPANY** must maintain an audit trail of documents submitted for recording and any other activities related to such recordation under the MOU available to **COUNTY** and/or **ELECTRONIC RECORDING PROVIDER**, at their request, to resolve issues or investigate potential fraudulent activity. The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from **COMPANY**, submitted content at point of delivery to **COUNTY**, dates and times submitted, size, and checksum.
- 11 **COMPANY** shall work, in good faith, with **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to resolve issues associated with the Electronic Recording process associated with the electronic submission of documents to the County
12. **COMPANY** shall provide end user support to its customers and work with both **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to resolve technical issues as it relates to the **COMPANY'S** customers.
13. **COMPANY** is solely responsible for any and all costs of the system or services that enable **COMPANY** to meet the Electronic Recording Program requirements
- 14 **COMPANY** is responsible for coordinating all technical problems and issues through **COUNTY**

G. General Agreements

- 1 **COUNTY** will not incur any liability for the information electronically transmitted by the **COMPANY** to **COUNTY**. The parties further agree that the use of the Electronic Recording Program is not a use of tangible property as defined under Ch 101 of the Texas Civil Practice and Remedies Code.
2. **COUNTY** will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.
- 3 Neither the **COUNTY**, nor **COMPANY** nor **ELECTRONIC RECORDING PROVIDER** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission, or error in the Electronic Recording transmission or receipt.
4. The **COMPANY**, **COUNTY** and **ELECTRONIC RECORDING PROVIDER** will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.
5. Term. Unless terminated early by **COUNTY**, the term of this Agreement ("Term") shall be from the date of execution of the last party signing the agreement until January 31, 2014, with two (2), two (2) year options to renew if mutually agreed upon by both parties. In any event, the Agreement will expire January 31, 2018, if not otherwise previously expired or terminated
6. Any party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination to the following representatives

COUNTY: Dwight D Sullivan, County Clerk, 600 59th Street Suite 2001,
Second Floor, Galveston, Texas 77551-4180

ELECTRONIC RECORDING PROVIDER _____

COMPANY:

Karl Klessig, CEO, Ingeo
1300 N. 200 E., Suite 118, Logan, UT 84341

7. The **COUNTY**, **ELECTRONIC RECORDING PROVIDER** and **COMPANY** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the **COUNTY** and **COMPANY**

will meet once at 30 days and again at 120 days to discuss changes and additions to this Memorandum of Understanding.

8. **Governing Law and Venue.** This MOU and any claim, controversy or dispute arising under or related to the agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law principals. Further, the parties agree that if suit is filed construing rights or duties under this MOU, venue shall lie in Galveston County, Texas
9. **Agreement of the County Clerk.** The Hon Dwight D. Sullivan, County Clerk of Galveston County, also executes this MOU to evidence his agreement to its terms and conditions.

Agreed and Accepted:

MANITRON, INC.

By: 

Title V.P. of Risk Management

Date: 1/31/12


COMPANY: Ingeo Systems Inc

By: 

Title. Vice President

Date: January 3, 2012

GALVESTON COUNTY


Mark Henry, County Judge

Date 12/15/11

Attest:

By: 

DWIGHT D. SULLIVAN
County Clerk

Attachment A

Technical Specifications:

Format of the transmitted File

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format. The **COMPANY** can work with the **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to provide additional fields (extensions) to the current PRIA standard.

Communications and Protocol

TCP/IP, HTTP and HTTPS

Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed. User passwords will be changed on a quarterly basis by the **COUNTY**.

Returned File Format

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

Levels of Electronic Recording Supported

Level 1

Level 2

Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates **will not** be used at this time. However, **COUNTY** reserves the right to modify this at a later date with **COMPANY**. **COMPANY** acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with **COUNTY** to accommodate their use.

Imaging Standards

Documents will be scanned at 300 dpi

Documents will be scanned in portrait mode.

Document images will be captured as multi-page Group IV TIFF images

Scanned documents will be legible. "Legible" means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Document font size must meet ***PRIA*** minimum standards.

Margins will consist of a minimum of a ½- inch margin on the top, bottom and sides of each page. **ELECTRONIC RECORDING PROVIDER** will automatically add a blank page to the last page of a Recording Instrument submitted to the **COMPANY** for the file stamp. **NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.**

Attachment B

Documents and Indexing Specifications:

Documents shall be accepted for filing according to the provisions of Texas State Law and *PRIA* standards. (For more information on *PRIA* standards go to or contact the **COUNTY**)

Eligible Document Types.

Please refer to **Exhibit "A"** for a complete list of Document Types

COUNTY specific Document Type Coding

It is the **COUNTY**'s intention to not reject documents based on "incorrect" or non-County specific document types. The **COUNTY** will correct the document type as part of the acceptance process.

Indexing Fields for each Document Type

All documents submitted will require the minimum applicable fields:

Grantor(s)

Grantee(s)

Document Type

Number of Pages

Recording Fee

Related Reference Number - original document number in the case of releases, assignment, amendments, etc.

Legal Description of Property

Subdivision Name (if in a subdivision)

Returnee's Name (Submitter's Name)

Grantee's legal mailing address, which includes the street or post office box, city, state and zip code, must be clearly identified on any transfer deed or property conveyance according to §11.003, Texas Property Code

Specific Editing Requirements for each Document

Business names will be entered into the "LAST NAME" field.

Business names should be indexed as they appear on the document, excluding punctuation with the exception of the symbol "&" and ".com" and apostrophe ("'). Example

Paradise Island,Inc.

= Paradise Island Inc
Not Paradise Island,Inc.

Adam & Eve Family Trust	=	Adam & Eve Family Trust
	Not	Adam and Eve Family Trust

Angels On High Com	=	Angels On High.Com
	Not	Angels On High

All words in a business name should be spelled out as far as possible. No abbreviations should be made unless it is part of the part of the business name. Example:

Saint John Christus & Company	=	Saint John Christus & Company
	Not	St John Christus & Company

If the complete business name is long, do not abbreviate the business name **COUNTY** has sufficient number of spaces to fit very long names.

Indexing Keying Standards

PRIA Standard Index Fields will be used when possible. However, the **COUNTY** reserved the right to make changes to the index fields as necessary

Legal Description

PRIA Standard Index Fields will be used.

Document Imaging Quality Control Standards

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured

Submitters will be responsible for the clarity and brightness of the image, as well as the page order of the documents Documents meeting the filing requirements will be filed in the order received.

Notary Requirements per Document

It is the responsibility of the **COMPANY** to confirm that notary signatures and seals are present on all documents that require them. All portions of the seal must be clearly visible and legible.

Inked notary seals are strongly recommended in place of embossed notary seals, which require “darkening” by the **COMPANY** prior to submittal.

Eligible Document Batches

Document batches will be submitted by escrow account number. In no event will electronic document batches exceed twenty-five (25) documents in any batch.

Attachment C

Hours of Operation:

Documents may be submitted at any time during the week. Documents will only be processed on those days and hours that the **COUNTY** Recording Office is open to the public for business. Documents will not be processed on **COUNTY** holidays, weekends, office closures, etc or in the event of network or equipment failure. **COUNTY** will attempt to notify **COMPANY** of any disruption in service.

Documents received prior to 4.00 p.m. Central Standard Time will be processed the same business day. Documents received after 4:00 p.m. Central Standard Time will be processed the next working day.

Turnaround Time Frame

Documents received prior to the times listed above will be processed (accepted or rejected) at those times.

Alternative Delivery Options

There are no other electronic delivery options at this time.

Return to Options

Submitted documents that are accepted for recording will be provided to the **COMPANY** in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to the **COMPANY** in electronic format after recordation is complete. This confirmation will include the document image and **COUNTY** indexing data. **COUNTY** reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the **COMPANY** in electronic format after rejection, along with a description of the reason(s) for rejection.

Initially, reasons for rejections will be tabulated and discussed at 30 days and 120 days with the **COMPANY**.

Service Help Contacts:

County Recording Contacts:

Jason Nguyen
Chief Deputy
409/766-2390

Mae Ross
Office Manager
409/766-2205

Rosalinda Agee
Front Counter Supervisor
409/766-2207

Robert Dickinson
Imaging System Administrator
409/770-5115

Company Business Contacts:

Company Technical Contacts:

County Electronic Recording Provider:

Manatron, Inc
Customer Support Center
(866) 917-4354, option 2

Attachment D

Payment Options:

- 1 Payment will be made through an escrow account set up by **COMPANY** with the **COUNTY**.
2. **COMPANY** is responsible to arrange and set up payment options between **COMPANY** and electronic recording submitters.
- 3 **COMPANY** is responsible for maintaining adequate funds in the escrow account set up with the **COUNTY** to enable electronic recording
4. Other payment options may be made available at a later date.

Account Procedures:

1. Escrow account must be in place in advance of any electronic submissions.
2. Upon execution of the MOU, the **COMPANY** will submit funds in an amount no less than \$100 00 for the initial deposit in the escrow account.

Reporting and Reconciliation

1. Documents will not be accepted if adequate funds are not available in the escrow account.
2. **COMPANY** will be responsible for submitting account identifier information with each document batch
3. **COMPANY** will be responsible for reconciling their records and escrow account balance.
4. **COUNTY** will be responsible for maintaining and reconciling its receipts.
- 5 **COMPANY** file number may be transmitted for **COMPANY** reconciliation purposes

Exception Handling

Any discrepancy in fees discovered by **COUNTY** after document acceptance will be corrected by **COUNTY** with five (5) business days of discovery of the error and **COMPANY** will be provided with a notification of the error.

EXHIBIT "A"

DOCUMENT TYPES

<u>Document Code</u>	<u>Description</u>
A OF J	Abstract of Judgment
ABANDONMENT	Abandonment
ACCEPTANCE	Acceptance
ACKNOWLEDGE	Acknowledgement
ADDENDUM	Addendum
AFD APPL LN	Affidavit Application Loan
AFFIDAVIT	Affidavit
AGREEMENT	Agreement
AMENDMENT	Amendment
ANNEXATION	Annexation
APPSTEVEDOR	Application Stevedore Bond
APPOINTMENT	Appointment
APPDEP	Appointment of Deputy
APPROVAL	Approval
APPT OF TR	Appointment of Trustee
APPT SUB TR	Appointment of Substitute Trustee
ARTICLES	Articles
ASSIGNMENT	Assignment
AUTHORIZATN	Authorization
BANKRUPTCY	Bankruptcy
BILL OF SLE	Bill of Sale
BOND	Bond
BY-LAWS	By Laws
CANCEL	Cancellation
CC APPL	CC Application
CC DIVORCE	CC Divorce
CC JUDGMENT	CC Judgment
CC ORDER	CC Order
CC W&O	CC Will and Order
CC W&O CODL	CC Will and Order and Codicil
CC WILL	CC Will
CERTIFICATE	Certificate
CERTIF COPY	Certified Copy
CHLD SUP LN	Child Support Lien
CONDOMINIUM	Condominium

<u>Document Code</u>	<u>Description</u>
CIS	Conflict of Interest Official
CIQ	Conflict of Interest Questionnaire
CONSENT	Consent
CONT DEED	Contract for Deed
CONTRACT	Contract
CONVEYANCE	Conveyance
COVENANT	Covenant
DD214	DD-214
DECLARATION	Declaration
DEDICATION	Dedication
DEED	Deed
DEED OF TR	Deed of Trust
DESIGNATION	Designation
DISCLAIMER	Disclaimer
DISSOLUTION	Dissolution
EASEMENT	Easement
EARNEST CONT	Earnest Money Contract
EXTENSION	Extension
FED TAX LN	Federal Tax Lien
FED TAX LNRL	Federal Tax Lien Release
FIELD NOTE	Field Note
FIN STATMNT	Financing Statement
FUNERAL DRT	Funeral Director
GRNTY PAYMT	Guaranty Payment
HEIR AFFD	Heirship Affidavit
HMSTD AFFD	Homestead Affidavit
HOSPITAL LN	Hospital Lien
INDEMNITY	Indemnity
INDENTURE	Indenture
LEASE	Lease
LETTER	Letter
LICENSE	License
LIEN AFFD	Lien Affidavit
LIS PENDENS	Lis Pendens
MAP	Map
MASTER D/T	Master Deed of Trust
MEMORANDUM	Memorandum
MERGER	Merger
MINUTES	Minutes
MISCELLANEOUS	Miscellaneous

<u>Document Code</u>	<u>Description</u>
MOD AGREE	Modification Agreement
MORTGAGE	Mortgage
NOTE AGREE	Note Agreement
NOTICE	Notice
NOTESTR	Notice of Estray
NOTICE RECP	Notice Receipt
NOTICE/PUR	Notice Purchaser
O&G LEASE	Oil & Gas Lease
O&M LEASE	Oil & Mineral Lease
OATHOFC	Oath of Office
OFCLBOND	Officials Bond
OGM Lease	Oil Gas & Mineral Lease
OPTION	Option
OPTOMETRY	Optometry
ORDER	Order
ORDINANCE	Ordinance
OYSTER BED	Oyster Bed
PART REL	Partial Release
PATENT	Patent
PERMITS	Permits
PETITION	Petition
PILOTBND	Pilot Bond
POLYGRAPH	Polygraph
POOL AGREE	Pool Agreement
POW OF ATTY	Power of Attorney
PUBWGHBNB	Public Weigher Bond
WAREBOND	Public Warehouseman Bond
WARENEW	Public Warehouseman Renewal
RATIFICATN	Ratification
RE-ASSIGNMT	Re-Assignment
RE-INSTMENT	Re-Instatement Agreement
RECEIPT	Receipt
REDEMPTION	Redemption
REF OF OPT	Refusal of Option
RELEASE	Release
RELHSPLN	Release Hospital Lien
REMOVAL TR	Removal of Trustee
RESCISSN	Rescission
RESIGNATION	Resignation
RESOLUTION	Resolution
RESTRICTION	Restriction
REVOCATION	Revocation

Document Code

RIGHT OF WAY
SEC AGREE
SHRFFS DEED
ST TAX LIEN
STMTOFF
STEBOND
SUBOR AGREE
SURVEY
TERMINATION
TRANSFER
TRS DEED
TRUST AGREE
UCC-AMEND
UCC-ASSIGN
UCC-CONTIN
UCC-FIN STM
UCC-RELEASE
UCC-P/REL
UCC-TERMIN
UCC-TRANSF
VARIANCE
WAIVER
WASTE SITE
WITHDRAWN

Description

Right of Way
Security Agreement
Sheriffs Deed
State Tax Lien
Statement of Official
Stevedore Bond
Subordination Agreement
Survey
Termination
Transfer
Trustees Deed
Trust Agreement
UCC Amendment
UCC Assignment
UCC Continuation
UCC Financial Statement
UCC Release
UCC Partial Release
UCC Termination
UCC Transfer
Variance
Waiver
Waste Site
Withdrawn

**ELECTRONIC RECORDING
MEMORANDUM OF UNDERSTANDING**

A This **MEMORANDUM OF UNDERSTANDING (MOU)**, dated Dec 15, 2011 is between Galveston County, Texas with offices at 600 59th Street, Suite 2001, Galveston Texas 77551 (**COUNTY**), Manatron, Inc (**"ELECTRONIC RECORDING PROVIDER"**), and PropertyInfo Corporation (**"COMPANY"**) with offices at 5730 Northwest Pkwy, #100, San Antonio, Tx 78249

- 1 Galveston County desires to offer the recording of real property documents by electronic means by providing for the receiving and transmitting of documents electronically in substitution for conventional paper documents and to assure that transactions are legally valid or enforceable, to the mutual benefit of the parties of the transactions
- 2 For purposes of this Memorandum of Understanding, *Electronic Recording* is defined to be the electronically based submitting of documents for recording in the Official Public Records of Galveston County in compliance with all applicable laws and regulations from **COMPANY** to **COUNTY** and electronically based receipt information of recording from **COUNTY** to **COMPANY** based on the level of automation and structure of the transaction. It is characterized by four different levels of automation and structure as follows

Level 1: Submitting organizations transmit scanned image copies of ink signed documents to the county. The **COUNTY** completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2: Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the **COUNTY**. The **COUNTY** performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Level 3: Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The **COUNTY** performs an electronic examination of the electronic documents and indexing information then completes the recording

process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

Level 4: Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the **COUNTY** and returned in Smart document format to the submitting organization.

B. Program Eligibility

- 1 Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities may, directly or through a trusted third party provider, submit real property records for Electronic Recording. Electronic Recording mandates a close working relationship as well as mutual trust between the **COUNTY**, **COMPANY**, and **ELECTRONIC RECORDING PROVIDER**. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This MOU outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship.
- 2 Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.
- 3 There will be no added fees or costs of any kind charged by the **COUNTY** for Electronic Recording. **COMPANY** will be required to meet **COUNTY** requirements in order to record electronically. 13 Tex. Admin. Code §7.142(h)(1) (Texas State Library and Archives Comm., Local Records, Electronic Recording and Filing).

C. County Requirements

- 1 The Electronic Recording Program of Galveston County is defined by the requirements attached to this MOU.
- 2 **Attachment A** defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by **COUNTY**. **COMPANY** agrees to provide the transmission to the **COUNTY** following the specifications outlined. **COMPANY** understands that the specifications may change from time to time. In the event changes to the specification are required, the **COUNTY** will provide a written notice to the **COMPANY** within a reasonable time frame.

- 3 *Attachment B* contains the document and indexing specifications for the Electronic Recording program. For each document, the specific document code required by the **COUNTY** is provided along with the required indexing information. Any **COUNTY** specific editing rules will also be described in this attachment.
- 4 *Attachment C* contains the processing schedules and hours of operation for the Electronic Recording Program. No party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of Nature or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions). If the **COUNTY** system causes delays, or power failures interfere with the normal course of business, the **COUNTY** will notify the affected **COMPANY** by any method of the **COUNTY**'s choice. Such notification may not occur until after problem is resolved.
- 5 *Attachment D* provides the payment options and procedures for the Electronic Recording program.

D. County Responsibilities

- 1 **COUNTY** shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording.
- 2 **COUNTY** shall work with **ELECTRONIC RECORDING PROVIDER** and **COMPANY** to install, configure, and administer necessary infrastructure components to facilitate Electronic Recording.
- 3 **COUNTY** shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. **COUNTY**, however, shall be held harmless and is not liable for any damages resulting from software or equipment failure. Furthermore, either the **COUNTY** or **COMPANY** may suspend this agreement at any time with no notice because of lack of work force, declaration of local, state, or national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of suspension and the reason therefore.
- 4 **COUNTY** shall institute security to authenticate verbal communications.
- 5 **COUNTY** shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

E. Electronic Recording Provider Responsibilities

- 1 **ELECTRONIC RECORDING PROVIDER** is responsible for providing, supporting and maintaining Electronic Recording Software and internal Recording Software to **COUNTY**
- 2 **ELECTRONIC RECORDING PROVIDER** shall ensure that Electronic Recording Software is secure and that once documents are received, that they remain immutable until such time as they are recorded Limited to software executable and not the network environment provided by the **COUNTY**
- 3 **ELECTRONIC RECORDING PROVIDER** shall work with **COMPANY**, and **COUNTY** to resolve issues encountered in the Electronic Recording process that are within the scope of the **ELECTRONIC RECORDING PROVIDER's** software
- 4 **ELECTRONIC RECORDING PROVIDER**, through the Electronic Recording software, shall maintain an audit trail of documents and dates and times received, ID received from, receipts to **COMPANY** received, receipts transmitted, and any errors encountered

F. Company Responsibilities

- 1 **COMPANY** shall work to insure that all security measures and credentials implemented are protected **COMPANY** assumes all responsibility for documents submitted through unique credentials provided to **COMPANY** for the purposes of engaging in Electronic Recording
- 2 **COMPANY** shall request its customers to be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission, for errors, omissions, scanning defects, illegible areas, and other deformities that would impact the validity of the document
- 3 **COMPANY** acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the documents or records shall be considered as the "original" records of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures
- 4 **COMPANY** agrees to disclose its customers the amount of County fees charged by the **COUNTY**
- 5 By use of electronic or digital certificates to sign documents, **COMPANY** agrees to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed

- 6 By use of electronic or digital certificates to sign documents, **COMPANY** agrees to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document
- 7 By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, **COMPANY** shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files "Users" is defined as the employees of **COMPANY**
- 8 The **COMPANY** shall inform its customers that the customers are responsible for the accuracy and completeness of submitted documents
- 9 **COMPANY** is responsible for receiving receipt of documents recorded by **COUNTY** insuring that the source of the receipt is known to be the **COUNTY** **COMPANY** is responsible for forwarding these documents to **COUNTY** insuring that the source of the documents is known to be from the **COMPANY** who has been authenticated and that the documents to be recorded pass from **COMPANY** to **COUNTY** without modification
- 10 **COMPANY** must maintain an audit trail of documents submitted for recording and any other activities related to such recordation under the MOU available to **COUNTY** and/or **ELECTRONIC RECORDING PROVIDER**, at their request, to resolve issues or investigate potential fraudulent activity The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from **COMPANY**, submitted content at point of delivery to **COUNTY**, dates and times submitted, size, and checksum
- 11 **COMPANY** shall work, in good faith, with **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to resolve issues associated with the Electronic Recording process associated with the electronic submission of documents to the County
12. **COMPANY** shall provide end user support to its customers and work with both **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to resolve technical issues as it relates to the **COMPANY'S** customers
- 13 **COMPANY** is solely responsible for any and all costs of the system or services that enable **COMPANY** to meet the Electronic Recording Program requirements
- 14 **COMPANY** is responsible for coordinating all technical problems and issues through **COUNTY**

G. General Agreements

- 1 **COUNTY** will not incur any liability for the information electronically transmitted by the **COMPANY** to **COUNTY**. The parties further agree that the use of the Electronic Recording Program is not a use of tangible property as defined under Ch. 101 of the Texas Civil Practice and Remedies Code.
- 2 **COUNTY** will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.
- 3 Neither the **COUNTY**, nor **COMPANY** nor **ELECTRONIC RECORDING PROVIDER** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission, or error in the Electronic Recording transmission or receipt.
- 4 The **COMPANY**, **COUNTY** and **ELECTRONIC RECORDING PROVIDER** will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.
- 5 Term Unless terminated early by **COUNTY**, the term of this Agreement ("Term") shall be from the date of execution of the last party signing the agreement until January 31, 2014, with two (2), two (2) year options to renew if mutually agreed upon by both parties. In any event, the Agreement will expire January 31, 2018, if not otherwise previously expired or terminated.
- 6 Any party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination to the following representatives:

COUNTY Dwight D. Sullivan, County Clerk, 600 59th Street Suite 2001,
Second Floor, Galveston, Texas 77551-4180

ELECTRONIC RECORDING PROVIDER _____

COMPANY

Kyle Chaney, SRP, Property Info Corporation

5730 Northwest Pkwy, #100, San Antonio, TX 78249

- 7 The **COUNTY**, **ELECTRONIC RECORDING PROVIDER** and **COMPANY** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the **COUNTY** and **COMPANY**

will meet once at 30 days and again at 120 days to discuss changes and additions to this Memorandum of Understanding

- 8 **Governing Law and Venue** This MOU and any claim, controversy or dispute arising under or related to the agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law principals. Further, the parties agree that if suit is filed construing rights or duties under this MOU, venue shall lie in Galveston County, Texas
- 9 **Agreement of the County Clerk** The Hon Dwight D. Sullivan, County Clerk of Galveston County, also executes this MOU to evidence his agreement to its terms and conditions

Agreed and Accepted:

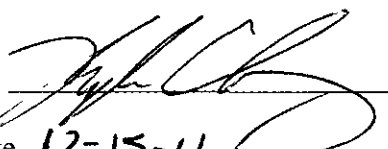
MANATION, INC.

By 

Title V.P. of Risk Management

Date 1/31/12

COMPANY: PropertyInfo Corporation

By 

Title Kyle Chanay, SVP


Date 12-15-11

GALVESTON COUNTY


Mark Henry, County Judge

Date December 15, 2011

Attest.


DWIGHT D. SULLIVAN
County Clerk

Attachment A

Technical Specifications:

Format of the transmitted File

PRIA file format standard will be used Images will be in multi-page Group IV TIFF format The **COMPANY** can work with the **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to provide additional fields (extensions) to the current PRIA standard

Communications and Protocol

TCP/IP, HTTP and HTTPS

Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed User passwords will be changed on a quarterly basis by the **COUNTY**.

Returned File Format

PRIA file format standard will be used Images will be in multi-page Group IV TIFF format

Levels of Electronic Recording Supported

Level 1

Level 2

Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates **will not** be used at this time However, **COUNTY** reserves the right to modify this at a later date with **COMPANY** **COMPANY** acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with **COUNTY** to accommodate their use

Imaging Standards

Documents will be scanned at 300 dpi

Documents will be scanned in portrait mode

Document images will be captured as multi-page Group IV TIFF images

Scanned documents will be legible “Legible” means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured

Document font size must meet ***PRIA*** minimum standards

Margins will consist of a minimum of a ½- inch margin on the top, bottom and sides of each page. **ELECTRONIC RECORDING PROVIDER** will automatically add a blank page to the last page of a Recording Instrument submitted to the **COMPANY** for the file stamp **NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.**

Attachment B

Documents and Indexing Specifications:

Documents shall be accepted for filing according to the provisions of Texas State Law and *PRIA* standards (For more information on *PRIA* standards go to <http://www.pria.us> or contact the **COUNTY**)

Eligible Document Types

Please refer to **Exhibit "A"** for a complete list of Document Types

COUNTY specific Document Type Coding

It is the **COUNTY's** intention to not reject documents based on "incorrect" or non-County specific document types The **COUNTY** will correct the document type as part of the acceptance process

Indexing Fields for each Document Type

All documents submitted will require the minimum applicable fields

Grantor(s)

Grantee(s)

Document Type

Number of Pages

Recording Fee

Related Reference Number - original document number in the case of releases, assignment, amendments, etc

Legal Description of Property

Subdivision Name (if in a subdivision)

Returnee's Name (Submitter's Name)

Grantee's legal mailing address, which includes the street or post office box, city, state and zip code, must be clearly identified on any transfer deed or property conveyance according to §11 003, Texas Property Code

Specific Editing Requirements for each Document

Business names will be entered into the "LAST NAME" field

Business names should be indexed as they appear on the document, excluding punctuation with the exception of the symbol "&" and "com" and apostrophe ("")
Example

Paradise Island,Inc

= Paradise Island Inc
Not Paradise Island,Inc

Adam & Eve Family Trust	=	Adam & Eve Family Trust
	Not	Adam and Eve Family Trust

Angels On High Com	=	Angels On High Com
	Not	Angels On High

All words in a business name should be spelled out as far as possible. No abbreviations should be made unless it is part of the part of the business name. Example

Saint John Christus & Company	=	Saint John Christus & Company
	Not	St John Christus & Company

If the complete business name is long, do not abbreviate the business name. COUNTY has sufficient number of spaces to fit very long names

Indexing Keying Standards

PRIA Standard Index Fields will be used when possible. However, the COUNTY reserved the right to make changes to the index fields as necessary

Legal Description

PRIA Standard Index Fields will be used

Document Imaging Quality Control Standards

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured

Submitters will be responsible for the clarity and brightness of the image, as well as the page order of the documents. Documents meeting the filing requirements will be filed in the order received

Notary Requirements per Document

It is the responsibility of the COMPANY to confirm that notary signatures and seals are present on all documents that require them. All portions of the seal must be clearly visible and legible

Inked notary seals are strongly recommended in place of embossed notary seals, which require “darkening” by the COMPANY prior to submittal

Eligible Document Batches

Document batches will be submitted by escrow account number. In no event will electronic document batches exceed twenty-five (25) documents in any batch.

Attachment C

Hours of Operation:

Documents may be submitted at any time during the week. Documents will only be processed on those days and hours that the **COUNTY** Recording Office is open to the public for business. Documents will not be processed on **COUNTY** holidays, weekends, office closures, etc. or in the event of network or equipment failure. **COUNTY** will attempt to notify **COMPANY** of any disruption in service.

Documents received prior to 4:00 p.m. Central Standard Time will be processed the same business day. Documents received after 4:00 p.m. Central Standard Time will be processed the next working day.

Turnaround Time Frame

Documents received prior to the times listed above will be processed (accepted or rejected) at those times.

Alternative Delivery Options

There are no other electronic delivery options at this time.

Return to Options

Submitted documents that are accepted for recording will be provided to the **COMPANY** in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to the **COMPANY** in electronic format after recordation is complete. This confirmation will include the document image and **COUNTY** indexing data. **COUNTY** reserves the right to make changes to the index at a later date.

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Rosalinda.Agee@co.galveston.tx.us

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Imaging System Administrator
409/770-5115
Robert.Dickinson@co.galveston.tx.us

County Electronic Recording Provider

Manatron, Inc
Customer Support Center
(866) 917-4354, option 2
rmsupport@manatron.com

PROPERTYINFO TECHNICAL CONTACT:

Ruben Arzate
Product Manager
(210) 477-4009
Ruben.Arzate@propertyinfo.com

PROPERTYINFO ACCOUNTING CONTACT:

Yvonne Nino
Department Administrator
(210) 477-4003
Yvonne.nino@propertyinfo.com

Attachment D

Payment Options:

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APPT OF TR	Appointment of Trustee
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ARTICLES	Articles
ASSIGNMENT	Assignment
AUTHORIZATN	Authorization
BANKRUPTCY	Bankruptcy
BILL OF SLE	Bill of Sale
BOND	Bond
BY-LAWS	By Laws
CANCEL	Cancellation
CC APPL	CC Application
CC DIVORCE	CC Divorce
CC JUDGMENT	CC Judgment
CC ORDER	CC Order
CC W&O	CC Will and Order
CC W&O CODL	CC Will and Order and Codicil
CC WILL	CC Will
CERTIFICATE	Certificate
CERTIF COPY	Certified Copy
CHLD SUP LN	Child Support Lien
CONDOMINIUM	Condominium

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DD214	DD-214
DECLARATION	Declaration
DEDICATION	Dedication
DEED	Deed
DEED OF TR	Deed of Trust
DESIGNATION	Designation
DISCLAIMER	Disclaimer
DISSOLUTION	Dissolution
EASEMENT	Easement
EARNEST CONT	Earnest Money Contract
EXTENSION	Extension
FED TAX LN	Federal Tax Lien
FED TAX LNRL	Federal Tax Lien Release
FIELD NOTE	Field Note
FIN STATMNT	Financing Statement
FUNERAL DRT	Funeral Director
GRNTY PAYMT	Guaranty Payment
HEIR AFFD	Heirship Affidavit
HMSTD AFFD	Homestead Affidavit
HOSPITAL LN	Hospital Lien
INDEMNITY	Indemnity
INDENTURE	Indenture
LEASE	Lease
LETTER	Letter
LICENSE	License
LIEN AFFD	Lien Affidavit
LIS PENDENS	Lis Pendens
MAP	Map
MASTER D/T	Master Deed of Trust
MEMORANDUM	Memorandum
MERGER	Merger
MINUTES	Minutes
MISCELLANEOUS	Miscellaneous

<u>Document Code</u>	<u>Description</u>
MOD AGREE	Modification Agreement
MORTGAGE	Mortgage
NOTE AGREE	Note Agreement
NOTICE	Notice
NOTESTR	Notice of Estray
NOTICE RECP	Notice Receipt
NOTICE/PUR	Notice Purchaser
O&G LEASE	Oil & Gas Lease
O&M LEASE	Oil & Mineral Lease
OATHOFC	Oath of Office
OFCLBOND	Officials Bond
OGM Lease	Oil Gas & Mineral Lease
OPTION	Option
OPTOMETRY	Optometry
ORDER	Order
ORDINANCE	Ordinance
OYSTER BED	Oyster Bed
PART REL	Partial Release
PATENT	Patent
PERMITS	Permits
PETITION	Petition
PILOTBND	Pilot Bond
POLYGRAPH	Polygraph
POOL AGREE	Pool Agreement
POW OF ATTY	Power of Attorney
PUBWGHBNB	Public Weigher Bond
WAREBOND	Public Warehouseman Bond
WARENEW	Public Warehouseman Renewal
RATIFICATN	Ratification
RE-ASSIGNMT	Re-Assignment
RE-INSTMENT	Re-Instatement Agreement
RECEIPT	Receipt
REDEMPTION	Redemption
REF OF OPT	Refusal of Option
RELEASE	Release
RELHSPLN	Release Hospital Lien
REMOVAL TR	Removal of Trustee
RESCISSION	Rescission
RESIGNATION	Resignation
RESOLUTION	Resolution
RESTRICTION	Restriction
REVOCATION	Revocation

Document Code

RIGHT OF WAY
SEC AGREE
SHRFFS DEED
ST TAX LIEN
STMTOFF
STEBOND
SUBOR AGREE
SURVEY
TERMINATION
TRANSFER
TRS DEED
TRUST AGREE
UCC-AMEND
UCC-ASSIGN
UCC-CONTIN
UCC-FIN STM
UCC-RELEASE
UCC-P/REL
UCC-TERMIN
UCC-TRANSF
VARIANCE
WAIVER
WASTE SITE
WITHDRAWN

Description

Right of Way
Security Agreement
Sheriffs Deed
State Tax Lien
Statement of Official
Stevedore Bond
Subordination Agreement
Survey
Termination
Transfer
Trustees Deed
Trust Agreement
UCC Amendment
UCC Assignment
UCC Continuation
UCC Financial Statement
UCC Release
UCC Partial Release
UCC Termination
UCC Transfer
Variance
Waiver
Waste Site
Withdrawn

ELECTRONIC RECORDING MEMORANDUM OF UNDERSTANDING

A This **MEMORANDUM OF UNDERSTANDING (MOU)**, dated December 12, 2011 is between Galveston County, Texas with offices at 600 59th Street, Suite 2001, Galveston Texas 77551 (**COUNTY**), Manatron, Inc (**"ELECTRONIC RECORDING PROVIDER"**), and Simplifile LC (**"COMPANY"**) with offices at 4844 North 300 West, Suite 202 Provo, Utah 84604

- 1 Galveston County desires to offer the recording of real property documents by electronic means by providing for the receiving and transmitting of documents electronically in substitution for conventional paper documents and to assure that transactions are legally valid or enforceable, to the mutual benefit of the parties of the transactions
- 2 For purposes of this Memorandum of Understanding, *Electronic Recording* is defined to be the electronically based submitting of documents for recording in the Official Public Records of Galveston County in compliance with all applicable laws and regulations from **COMPANY** to **COUNTY** and electronically based receipt information of recording from **COUNTY** to **COMPANY** based on the level of automation and structure of the transaction. It is characterized by four different levels of automation and structure as follows

Level 1: Submitting organizations transmit scanned image copies of ink signed documents to the county. The **COUNTY** completes the recording process in the same way as paper using the imaged copy as the source document. An electronic recording endorsement is returned to the organization in the form of a label or printing process in order for the submitting organization to append that information to the original paper document.

Level 2: Submitting organizations transmit scanned images of ink signed documents along with electronic indexing information to the **COUNTY**. The **COUNTY** performs an electronic examination of the imaged documents and indexing data, and then completes the recording process using the imaged copy and electronic indexing information. The electronic version of the recorded document is returned electronically to the submitting organization along with the electronic recording data.

Level 3: Submitting organizations transmit documents which have been created, signed and notarized electronically along with the electronic indexing information. Electronic signatures must comply with UETA and E-Sign specifications. The **COUNTY** performs an electronic examination of the electronic documents and indexing information then completes the recording

process using the electronic documents. The electronic version of the recorded document and electronic recording data is returned to the submitting organization.

Level 4: Submitting organizations transmit "Smart" documents which are a single object containing the electronic version of the document in such a way that enables the electronic extraction of data from the object. Smart documents are required to be signed and notarized electronically. The Smart document is endorsed electronically by the **COUNTY** and returned in Smart document format to the submitting organization.

B. Program Eligibility

- 1 Title Insurance Companies, Mortgage Bankers, Full Service Banks and other trusted entities may, directly or through a trusted third party provider, submit real property records for Electronic Recording. Electronic Recording mandates a close working relationship as well as mutual trust between the **COUNTY**, **COMPANY**, and **ELECTRONIC RECORDING PROVIDER**. All parties of the Electronic Recording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud and forgery. This MOU outlines the procedures and rules for the trusted relationship between the parties involved in Electronic Recording in order to facilitate a safe and secure Electronic Recording relationship.
- 2 Participation in the Electronic Recording program is voluntary and the decision to do so is a business judgment.
- 3 There will be no added fees or costs of any kind charged by the **COUNTY** for Electronic Recording. **COMPANY** will be required to meet **COUNTY** requirements in order to record electronically. 13 Tex. Admin. Code §7.142(h)(1) (Texas State Library and Archives Comm., Local Records, Electronic Recording and Filing).

C. County Requirements

- 1 The Electronic Recording Program of Galveston County is defined by the requirements attached to this MOU.
- 2 *Attachment A* defines the technical specifications including format, levels of recording supported, transmission protocols, and security requirements of the electronic records required by **COUNTY**. **COMPANY** agrees to provide the transmission to the **COUNTY** following the specifications outlined. **COMPANY** understands that the specifications may change from time to time. In the event changes to the specification are required, the **COUNTY** will provide a written notice to the **COMPANY** within a reasonable time frame.

- 3 **Attachment B** contains the document and indexing specifications for the Electronic Recording program. For each document, the specific document code required by the **COUNTY** is provided along with the required indexing information. Any **COUNTY** specific editing rules will also be described in this attachment.
- 4 **Attachment C** contains the processing schedules and hours of operation for the Electronic Recording Program. No party shall be liable for any failure to perform processing of the transactions and documents where such failure results from any act of Nature or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the electronic recording transactions). If the **COUNTY** system causes delays, or power failures interfere with the normal course of business, the **COUNTY** will notify the affected **COMPANY** by any method of the **COUNTY**'s choice. Such notification may not occur until after problem is resolved.
- 5 **Attachment D** provides the payment options and procedures for the Electronic Recording program.

D. County Responsibilities

- 1 **COUNTY** shall attempt to protect the integrity of the Recordation process through ongoing monitoring of documents received and recorded through Electronic Recording.
- 2 **COUNTY** shall work with **ELECTRONIC RECORDING PROVIDER** and **COMPANY** to install, configure, and administer necessary infrastructure components to facilitate Electronic Recording.
- 3 **COUNTY** shall test and maintain Electronic Recording software and hardware required to operate the Electronic Recording capability. **COUNTY**, however, shall be held harmless and is not liable for any damages resulting from software or equipment failure. Furthermore, either the **COUNTY** or **COMPANY** may suspend this agreement at any time with no notice because of lack of work force, declaration of local, state, or national emergency, acts of God, or other cause beyond the control of the party, by giving the other party written notice of suspension and the reason therefore.
- 4 **COUNTY** shall institute security to authenticate verbal communications.
- 5 **COUNTY** shall apply the same level of diligence in handling documents submitted electronically as those submitted through the normal manual process.

E. Electronic Recording Provider Responsibilities

- 1 **ELECTRONIC RECORDING PROVIDER** is responsible for providing, supporting and maintaining Electronic Recording Software and internal Recording Software to **COUNTY**
- 2 **ELECTRONIC RECORDING PROVIDER** shall ensure that Electronic Recording Software is secure and that once documents are received, that they remain immutable until such time as they are recorded Limited to software executable and not the network environment provided by the **COUNTY**
- 3 **ELECTRONIC RECORDING PROVIDER** shall work with **COMPANY**, and **COUNTY** to resolve issues encountered in the Electronic Recording process that are within the scope of the **ELECTRONIC RECORDING PROVIDER's** software
- 4 **ELECTRONIC RECORDING PROVIDER**, through the Electronic Recording software, shall maintain an audit trail of documents and dates and times received, ID received from, receipts to **COMPANY** received, receipts transmitted, and any errors encountered

F. Company Responsibilities

- 1 **COMPANY** shall work to insure that all security measures and credentials implemented are protected **COMPANY** assumes all responsibility for documents submitted through unique credentials provided to **COMPANY** for the purposes of engaging in Electronic Recording
- 2 **COMPANY** shall request its customers to be diligent in ensuring that documents submitted for Electronic Recording have been checked before submission, for errors, omissions, scanning defects, illegible areas, and other deformities that would impact the validity of the document
- 3 **COMPANY** acknowledges that Electronic Recording permits them to prepare, sign and/or transmit in electronic formats documents and business records and the documents or records shall be considered as the "original" records of the transaction in substitution for, and with the same intended effect as, paper documents and, in the case that such documents bear a digital or electronic signature, paper documents bearing handwritten signatures
- 4 **COMPANY** agrees to disclose its customers the amount of County fees charged by the **COUNTY**
- 5 By use of electronic or digital certificates to sign documents, **COMPANY** agrees to be bound to those documents for all purposes as fully as if paper versions of the documents had been manually signed

- 6 By use of electronic or digital certificates to sign documents, **COMPANY** agrees to be bound by those electronic signatures affixed to any documents and such electronic signature shall have the same legal effect as if that signature was manually affixed to a paper version of the document
- 7 By use of digital certificates to seal electronic files containing images of original paper documents or documents bearing manual signatures, **COMPANY** shall recognize such sealed images for all purposes as fully as the original paper documents and shall be responsible for any failure by Users to comply with quality control procedures for assuring the accuracy and completeness of the electronic files "Users" is defined as the employees of **COMPANY**
- 8 The **COMPANY** shall inform its customers that the customers are responsible for the accuracy and completeness of submitted documents
- 9 **COMPANY** is responsible for receiving receipt of documents recorded by **COUNTY** insuring that the source of the receipt is known to be the **COUNTY** **COMPANY** is responsible for forwarding these documents to **COUNTY** insuring that the source of the documents is known to be from the **COMPANY** who has been authenticated and that the documents to be recorded pass from **COMPANY** to **COUNTY** without modification
- 10 **COMPANY** must maintain an audit trail of documents submitted for recording and any other activities related to such recordation under the MOU available to **COUNTY** and/or **ELECTRONIC RECORDING PROVIDER**, at their request, to resolve issues or investigate potential fraudulent activity The audit trail must contain, at a minimum, submitter ID, submitted content at point of receipt from **COMPANY**, submitted content at point of delivery to **COUNTY**, dates and times submitted, size, and checksum
- 11 **COMPANY** shall work, in good faith, with **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to resolve issues associated with the Electronic Recording process associated with the electronic submission of documents to the County
- 12 **COMPANY** shall provide end user support to its customers and work with both **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to resolve technical issues as it relates to the **COMPANY'S** customers
- 13 **COMPANY** is solely responsible for any and all costs of the system or services that enable **COMPANY** to meet the Electronic Recording Program requirements
- 14 **COMPANY** is responsible for coordinating all technical problems and issues through **COUNTY**

G. General Agreements

- 1 **COUNTY** will not incur any liability for the information electronically transmitted by the **COMPANY** to **COUNTY**. The parties further agree that the use of the Electronic Recording Program is not a use of tangible property as defined under Ch. 101 of the Texas Civil Practice and Remedies Code.
- 2 **COUNTY** will not incur any liability for any breach of security, fraud or deceit as a result of Electronic Recording.
- 3 Neither the **COUNTY**, nor **COMPANY** nor **ELECTRONIC RECORDING PROVIDER** shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission, or error in the Electronic Recording transmission or receipt.
- 4 The **COMPANY**, **COUNTY** and **ELECTRONIC RECORDING PROVIDER** will attempt in good faith to resolve any controversy or claim arising out of or relating to Electronic Recording through either negotiation or mediation prior to initiating litigation.
- 5 Term Unless terminated early by **COUNTY**, the term of this Agreement ("Term") shall be from the date of execution of the last party signing the agreement until January 31, 2014, with two (2), two (2) year options to renew if mutually agreed upon by both parties. In any event, the Agreement will expire January 31, 2018, if not otherwise previously expired or terminated.
- 6 Any party may terminate this Memorandum of Understanding for any reason by providing 30 days written notice of termination to the following representatives:

COUNTY Dwight D. Sullivan, County Clerk, 600 59th Street Suite 2001,
Second Floor, Galveston, Texas 77551-4180

ELECTRONIC RECORDING PROVIDER _____

COMPANY Simplifile LC - Victoria L. DiPasquale, Vice President of Sales
4844 North 300 West Suite 202 Provo, Utah 84604

- 7 The **COUNTY**, **ELECTRONIC RECORDING PROVIDER** and **COMPANY** acknowledge that the electronic recording process is an emerging technology and that State and National standards will continue to evolve. To further the technology and the electronic recording process, the **COUNTY** and **COMPANY**

will meet once at 30 days and again at 120 days to discuss changes and additions to this Memorandum of Understanding

- 8 **Governing Law and Venue** This MOU and any claim, controversy or dispute arising under or related to the agreement, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties shall be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law principals. Further, the parties agree that if suit is filed construing rights or duties under this MOU, venue shall lie in Galveston County, Texas
- 9 **Agreement of the County Clerk** The Hon Dwight D Sullivan, County Clerk of Galveston County, also executes this MOU to evidence his agreement to its terms and conditions

Agreed and Accepted:

MANAFON, INC.

By [Signature]

Title V.P. of Risk Management

Date 1/31/12

COMPANY: SIMPLIFILE LC

By [Signature]
Victoria L DiPasquale

Title Vice President of Sales

Date December 12, 2011

GALVESTON COUNTY

[Signature]
Mark Henry, County Judge

Date December 15, 2011

Attest.

By [Signature]
DWIGHT D. SULLIVAN
County Clerk

Attachment A

Technical Specifications:

Format of the transmitted File

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format. The **COMPANY** can work with the **ELECTRONIC RECORDING PROVIDER** and **COUNTY** to provide additional fields (extensions) to the current PRIA standard.

Communications and Protocol

TCP/IP, HTTP and HTTPS

Security Framework

Encryption will be 128bit file and image encryption. SSL and user login/password will be employed. User passwords will be changed on a quarterly basis by the **COUNTY**.

Returned File Format

PRIA file format standard will be used. Images will be in multi-page Group IV TIFF format.

Levels of Electronic Recording Supported

Level 1

Level 2

Electronic Signatures and Use of Digital Certificates

The use of Electronic Signatures and Digital Certificates **will not** be used at this time. However, **COUNTY** reserves the right to modify this at a later date with **COMPANY**. **COMPANY** acknowledges that Electronic Signatures and Digital Certificates will be used in the future and will work with **COUNTY** to accommodate their use.

Imaging Standards

Documents will be scanned at 300 dpi

Documents will be scanned in portrait mode

Document images will be captured as multi-page Group IV TIFF images

Scanned documents will be legible. "Legible" means a clear, readable image -- including signatures and notary seals -- and in which all portions of each page are captured.

Document font size must meet *PRIA* minimum standards

Margins will consist of a minimum of a ½- inch margin on the top, bottom and sides of each page. **ELECTRONIC RECORDING PROVIDER** will automatically add a blank page to the last page of a Recording Instrument submitted to the **COMPANY** for the file stamp **NO DOCUMENTS WILL BE ACCEPTED THAT FAIL TO MEET THIS STANDARD.**

Attachment B

Documents and Indexing Specifications:

Documents shall be accepted for filing according to the provisions of Texas State Law and *PRIA* standards (For more information on *PRIA* standards go to [http //www pria us](http://www.pria.us) or contact the **COUNTY**)

Eligible Document Types

Please refer to **Exhibit "A"** for a complete list of Document Types

COUNTY specific Document Type Coding

It is the **COUNTY**'s intention to not reject documents based on "incorrect" or non-County specific document types The **COUNTY** will correct the document type as part of the acceptance process

Indexing Fields for each Document Type

All documents submitted will require the minimum applicable fields

Grantor(s)

Grantee(s)

Document Type

Number of Pages

Recording Fee

Related Reference Number - original document number in the case of releases, assignment, amendments, etc

Legal Description of Property

Subdivision Name (if in a subdivision)

Returnee's Name (Submitter's Name)

Grantee's legal mailing address, which includes the street or post office box, city, state and zip code, must be clearly identified on any transfer deed or property conveyance according to §11 003, Texas Property Code

Specific Editing Requirements for each Document

Business names will be entered into the "LAST NAME" field

Business names should be indexed as they appear on the document, excluding punctuation with the exception of the symbol "&" and "com" and apostrophe ("")
Example

Paradise Island,Inc

= Paradise Island Inc
Not Paradise Island,Inc

Adam & Eve Family Trust	=	Adam & Eve Family Trust
	Not	Adam and Eve Family Trust

Angels On High Com	=	Angels On High Com
	Not	Angels On High

All words in a business name should be spelled out as far as possible. No abbreviations should be made unless it is part of the business name. Example

Saint John Christus & Company	=	Saint John Christus & Company
	Not	St John Christus & Company

If the complete business name is long, do not abbreviate the business name. COUNTY has sufficient number of spaces to fit very long names.

Indexing Keying Standards

PRIA Standard Index Fields will be used when possible. However, the COUNTY reserved the right to make changes to the index fields as necessary.

Legal Description

PRIA Standard Index Fields will be used.

Document Imaging Quality Control Standards

Scanned documents will be legible. Legible in this instance means a clear, readable image – including signatures and notary seals – and in which all portions of each page are captured.

Submitters will be responsible for the clarity and brightness of the image, as well as the page order of the documents. Documents meeting the filing requirements will be filed in the order received.

Notary Requirements per Document

It is the responsibility of the COMPANY to confirm that notary signatures and seals are present on all documents that require them. All portions of the seal must be clearly visible and legible.

Inked notary seals are strongly recommended in place of embossed notary seals, which require “darkening” by the COMPANY prior to submittal.

Eligible Document Batches

Document batches will be submitted by escrow account number. In no event will electronic document batches exceed twenty-five (25) documents in any batch.

Attachment C

Hours of Operation:

Documents may be submitted at any time during the week. Documents will only be processed on those days and hours that the COUNTY Recording Office is open to the public for business. Documents will not be processed on COUNTY holidays, weekends, office closures, etc. or in the event of network or equipment failure. COUNTY will attempt to notify COMPANY of any disruption in service.

Documents received prior to 4:00 p.m. Central Standard Time will be processed the same business day. Documents received after 4:00 p.m. Central Standard Time will be processed the next working day.

Turnaround Time Frame

Documents received prior to the times listed above will be processed (accepted or rejected) at those times.

Alternative Delivery Options

There are no other electronic delivery options at this time.

Return to Options

Submitted documents that are accepted for recording will be provided to the COMPANY in electronic format after acceptance. Confirmation of acceptance and recordation will be provided to the COMPANY in electronic format after recordation is complete. This confirmation will include the document image and COUNTY indexing data. COUNTY reserves the right to make changes to the index at a later date.

Submitted documents that are rejected will be returned to the COMPANY in electronic format after rejection, along with a description of the reason(s) for rejection.

Initially, reasons for rejections will be tabulated and discussed at 30 days and 120 days with the COMPANY.

Service Help Contacts:

County Recording Contacts

Jason Nguyen
Chief Deputy
409/766-2390
Jason.Nguyen@co.galveston.tx.us

Company Business Contacts

Mae Ross
Office Manager
409/766-2205
Mae.Ross@co.galveston.tx.us

Rosalinda Agee
Front Counter Supervisor
409/766-2207
Rosalinda.Agee@co.galveston.tx.us

Company Technical Contacts

Robert Dickinson
Imaging System Administrator
409/770-5115
Robert.Dickinson@co.galveston.tx.us

County Electronic Recording Provider

Manatron, Inc
Customer Support Center
(866) 917-4354, option 2
rmsupport@manatron.com

Attachment D

Payment Options:

- 1 Payment will be made through an escrow account set up by **COMPANY** with the **COUNTY**
- 2 **COMPANY** is responsible to arrange and set up payment options between **COMPANY** and electronic recording submitters
- 3 **COMPANY** is responsible for maintaining adequate funds in the escrow account set up with the **COUNTY** to enable electronic recording
- 4 Other payment options may be made available at a later date

Account Procedures

- 1 Escrow account must be in place in advance of any electronic submissions
- 2 Upon execution of the MOU, the **COMPANY** will submit funds in an amount no less than \$100 00 for the initial deposit in the escrow account

Reporting and Reconciliation

- 1 Documents will not be accepted if adequate funds are not available in the escrow account
- 2 **COMPANY** will be responsible for submitting account identifier information with each document batch
- 3 **COMPANY** will be responsible for reconciling their records and escrow account balance
- 4 **COUNTY** will be responsible for maintaining and reconciling its receipts
- 5 **COMPANY** file number may be transmitted for **COMPANY** reconciliation purposes

Exception Handling

Any discrepancy in fees discovered by **COUNTY** after document acceptance will be corrected by **COUNTY** with five (5) business days of discovery of the error and **COMPANY** will be provided with a notification of the error.

EXHIBIT "A"

DOCUMENT TYPES

<u>Document Code</u>	<u>Description</u>
A OF J	Abstract of Judgment
ABANDONMENT	Abandonment
ACCEPTANCE	Acceptance
ACKNOWLEDGE	Acknowledgement
ADDENDUM	Addendum
AFD APPL LN	Affidavit Application Loan
AFFIDAVIT	Affidavit
AGREEMENT	Agreement
AMENDMENT	Amendment
ANNEXATION	Annexation
APPSTEVEDOR	Application Stevedore Bond
APPOINTMENT	Appointment
APPDEP	Appointment of Deputy
APPROVAL	Approval
APPT OF TR	Appointment of Trustee
APPT SUB TR	Appointment of Substitute Trustee
ARTICLES	Articles
ASSIGNMENT	Assignment
AUTHORIZATN	Authorization
BANKRUPTCY	Bankruptcy
BILL OF SLE	Bill of Sale
BOND	Bond
BY-LAWS	By Laws
CANCEL	Cancellation
CC APPL	CC Application
CC DIVORCE	CC Divorce
CC JUDGMENT	CC Judgment
CC ORDER	CC Order
CC W&O	CC Will and Order
CC W&O CODL	CC Will and Order and Codicil
CC WILL	CC Will
CERTIFICATE	Certificate
CERTIF COPY	Certified Copy
CHLD SUP LN	Child Support Lien
CONDOMINIUM	Condominium

<u>Document Code</u>	<u>Description</u>
CIS	Conflict of Interest Official
CIQ	Conflict of Interest Questionnaire
CONSENT	Consent
CONT DEED	Contract for Deed
CONTRACT	Contract
CONVEYANCE	Conveyance
COVENANT	Covenant
DD214	DD-214
DECLARATION	Declaration
DEDICATION	Dedication
DEED	Deed
DEED OF TR	Deed of Trust
DESIGNATION	Designation
DISCLAIMER	Disclaimer
DISSOLUTION	Dissolution
EASEMENT	Easement
EARNEST CONT	Earnest Money Contract
EXTENSION	Extension
FED TAX LN	Federal Tax Lien
FED TAX LNRL	Federal Tax Lien Release
FIELD NOTE	Field Note
FIN STATMNT	Financing Statement
FUNERAL DRT	Funeral Director
GRNTY PAYMT	Guaranty Payment
HEIR AFFD	Heirship Affidavit
HMSTD AFFD	Homestead Affidavit
HOSPITAL LN	Hospital Lien
INDEMNITY	Indemnity
INDENTURE	Indenture
LEASE	Lease
LETTER	Letter
LICENSE	License
LIEN AFFD	Lien Affidavit
LIS PENDENS	Lis Pendens
MAP	Map
MASTER D/T	Master Deed of Trust
MEMORANDUM	Memorandum
MERGER	Merger
MINUTES	Minutes
MISCELLANEOUS	Miscellaneous

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NOTESTR	Notice of Estray
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O&G LEASE	Oil & Gas Lease
O&M LEASE	Oil & Mineral Lease
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OFCLBOND	Officials Bond
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OPTOMETRY	Optometry
ORDER	Order
ORDINANCE	Ordinance
OYSTER BED	Oyster Bed
PART REL	Partial Release
PATENT	Patent
PERMITS	Permits
PETITION	Petition
PILOTBND	Pilot Bond
POLYGRAPH	Polygraph
POOL AGREE	Pool Agreement
POW OF ATTY	Power of Attorney
PUBWGHBNB	Public Weigher Bond
WAREBOND	Public Warehouseman Bond
WARENEW	Public Warehouseman Renewal
RATIFICATN	Ratification
RE-ASSIGNMT	Re-Assignment
RE-INSTMENT	Re-Instatement Agreement
RECEIPT	Receipt
REDEMPTION	Redemption
REF OF OPT	Refusal of Option
RELEASE	Release
RELHSPLN	Release Hospital Lien
REMOVAL TR	Removal of Trustee
RESCISSN	Rescission
RESIGNATION	Resignation
RESOLUTION	Resolution
RESTRICTION	Restriction
REVOCATION	Revocation

Document Code

RIGHT OF WAY
SEC AGREE
SHRFFS DEED
ST TAX LIEN
STMTOFF
STEBOND
SUBOR AGREE
SURVEY
TERMINATION
TRANSFER
TRS DEED
TRUST AGREE
UCC-AMEND
UCC-ASSIGN
UCC-CONTIN
UCC-FIN STM
UCC-RELEASE
UCC-P/REL
UCC-TERMIN
UCC-TRANSF
VARIANCE
WAIVER
WASTE SITE
WITHDRAWN

Description

Right of Way
Security Agreement
Sherrffs Deed
State Tax Lien
Statement of Official
Stevedore Bond
Subordination Agreement
Survey
Termination
Transfer
Trustees Deed
Trust Agreement
UCC Amendment
UCC Assignment
UCC Continuation
UCC Financial Statement
UCC Release
UCC Partial Release
UCC Termination
UCC Transfer
Variance
Waiver
Waste Site
Withdrawn

AGENDA

ITEM

#14

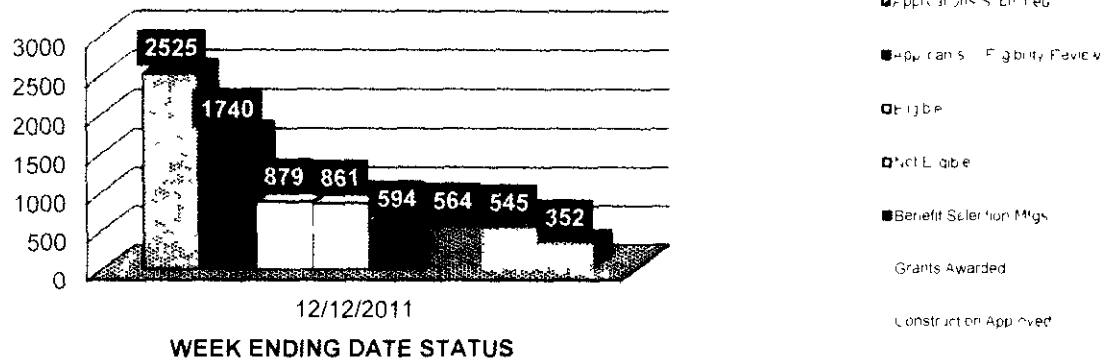
To: Commissioners Court
From: Jim Gentile
 Galveston County Director of Housing



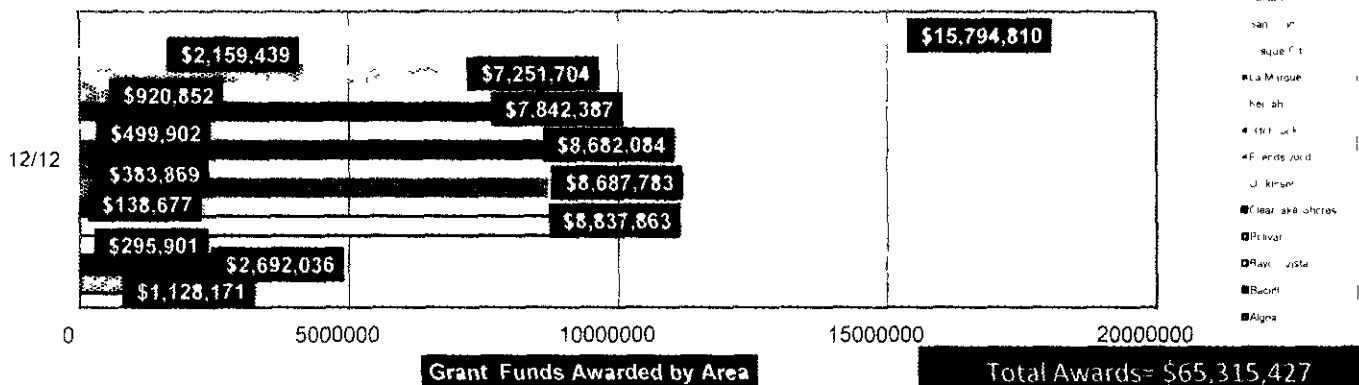
Date: Monday, December 12, 2011

Subject: Project Status Report – thru Friday December 9, 2011

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM



Accomplishments – Tasks accomplished during the reporting period

- 2525 applications initiated since Dec 2, 2009
- 1740 applicants provided required information to be qualified for eligibility review
- 1740 determinations of ineligibility and eligibility complete (1740=879+861)
- 879 determined eligible
- 861 Do not Qualify (DNQ)
- 0 new files in eligibility/DOB review
- 906 Environmentals submitted to TDHCA 906 environmental reviews approved
- 594 Benefit Selection Meetings completed
- 564 grants awarded to date totaling over \$65.3 million
- 188 homes in construction, 352 homes completed & 6 need final construction paperwork = 546 total homes
- 352 applicants have keys in hand & 383 homes have a completed final inspection
- Over **\$65.3 MILLION** in **GRANTS AWARDED** to date

GCHAP HOUSING SUMMARY

Date	December 12,2011	
Construction Projects with a Notice-to-Proceed(NTP) and building Complete	352(383 finals)	
Construction Projects with a Notice-to-Proceed and building In-Process	152	
Construction Projects with Notice-to-Proceed but not yet started	36	
Total Construction projects with Notice-to-Proceed		540
Projects Approved by TDHCA but Awaiting Bond/Insurance	5	
Projects Awaiting State/TDHCA Approval	1	
Total Projects approved with NTP, plus projects approved but awaiting bond/insurance plus projects submitted that are awaiting TDHCA approval		546
Projects with Builder Assignment and Benefit Selection Meeting in-process, or Benefit Selection Meeting completed, or signing event complete	39	
Total projects between the builder assignment stage and construction complete stage		585
Project pending builder assignment, pending rehab sow, pending rehab bid	12	
Total Projects on Construction Pipeline		597

Date	Algoa	Baciff	Bayou Vista	Bolivar	Clear Lake Shores	Dickinson	Friendswood	Hitchcock	Kemah	La Marque	League City	San Leon	Santa Fe	Texas City	Galveston County	% in construction to complete
12/12/2011	9	28	2	58	2	77	5	70	4	75	10	59	19	146	564	90.2%
12/12/2011	2%	5%	0.4%	10%	0.4%	14%	1%	12%	1%	13%	2%	10%	3%	26%	100%	
Dollars 12/12/11	2%	4%	0%	14%	0.2%	13%	1%	13%	1%	12%	1%	11%	3%	24%	100%	77%

GALVESTON COUNTY HOUSING ASSISTANCE PROGRAM

